

INVITATION FOR BIDS

HEARING REPORTER SERVICES



IFB #170-03-101
State of California
California Energy Commission
February 2004

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REQUIRED FORMS

1-A	Element #1 – (Business Meetings) Quotation of Charges
1-B	Element #2 – (Siting Cases/Committee Hearings) Quotation of Charges
1-C	Element #3 – (Other Hearings, Workshops, Depositions, Meetings, and Proceedings) Quotation of Charges
2	Bidder Checklist
3	DVBE Participation Documents
4	Contractor Status Form
5	Contractor Certification Clauses
6	Customer References (if needed for subcontractors)

Attachment

1	Sample Standard Agreement
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I. Introduction

BACKGROUND

The California Energy Commission (Energy Commission) routinely conducts business meetings, regulatory hearings, power plant siting cases, hearings, conferences, workshops and other meetings. Transcripts of these proceedings are required for use by Energy Commission staff and the public. These transcripts are kept as historical documentation for informational and legal purposes.

WHAT IS THE PURPOSE OF THIS IFB?

The purpose of this Invitation for Bids (IFB) is to solicit and select Contractor(s) to provide hearing reporter services at the Energy Commission in Sacramento and various locations throughout the State of California. It is anticipated that there will be three contracts awarded resulting from this IFB. One contract each will be awarded for:

- ELEMENT #1 Energy Commission Business Meetings
- ELEMENT #2 Siting Cases/Committee Hearings
- ELEMENT #3 Other Hearings, Workshops, Depositions, Meetings & Proceedings

The term for each contract will be July 1, 2004 to June 30, 2005. The Energy Commission reserves the option to renew any or all of the contracts for a second and third year, one year at a time. Exercising the 2nd and 3rd year options requires a formal amendment to each contract, which must be approved at an Energy Commission Business Meeting.

Assignments will vary with each contract. The Energy Commission does not guarantee any minimum number of meetings or other proceedings under any of the awarded contracts

HOW IS THIS IFB ORGANIZED?

This IFB is organized into the following six sections:

- Section I Introduction
- Section II Administrative Information
- Section III Minimum Requirements and Qualifications
- Section IV Bid Format and Required Documents
- Section V Work Statements

HOW MUCH FUNDING IS AVAILABLE?

There is a maximum of \$217,500 available for all contracts resulting from this IFB. Up to \$72,500 from Fiscal Year 2004/05, and if the option years are exercised, up to \$72,500 from Fiscal Year 2005/06 and up to \$72,500 from Fiscal Year 2006/07. Funding for each year of

INTRODUCTION, CONTINUED

services is contingent upon approval of funding by the Governor and the Energy Commission and the satisfactory performance of the contractor.

The Energy Commission reserves the right to increase or decrease the amount of funding to meet budget or program requirements.

WHAT ARE THE KEY ACTIVITIES AND DATES?

Key activities and times for this IFB are presented below. This is a tentative schedule, please call the Contracts Office at 916/654-4392 to confirm dates.

ACTIVITY	ACTION DATE
IFB Release	February 20, 2004
Deadline for Written Questions	March 8, 2004
Distribute Questions/Answers and Addenda (if any) to IFB	March 9, 2004
Deadline to Submit Bids	April 6, 2004
Public Bid Opening	April 7, 2004
Notice of Intent to Award Contracts	April 14, 2004
Energy Commission Business Meeting	April 21, 2004
Start Date of Contracts	July 1, 2004
End Date of Contracts	June 30, 2005

HOW DO I RESPOND TO THIS IFB?

Responses to this solicitation shall be in the form of a sealed and formal Bid, using the forms provided as Forms 1-A, 1-B, and 1-C, and according to the format described in Section IV, Bid Format and Required Documents. Bidders may bid on one element, two elements, or all three elements of this IFB as described below. The Cost Bid shall detail the Bidder's budget to perform the tasks outlined in Section V, Work Statements.

ELEMENT #1 – Business Meetings

ELEMENT #2 – Siting Cases/Committee Hearings

ELEMENT #3 – Other Hearings, Workshops, Depositions, Meetings, & Proceedings

HOW CAN I OBTAIN FURTHER INFORMATION?

Potential Bidders shall carefully examine the qualifications and specifications of this IFB. Potential Bidders may ask questions about the requirements of this IFB. See Section II, Administrative Information, for details.

INTRODUCTION, CONTINUED

WHO DO I CONTACT?

Questions or clarifications about this IFB should be directed to:

SANDRA BARNETT, Contracts Officer
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, CA 95814
Telephone: (916) 654-5186 FAX: (916) 654-4423

This IFB is available through the Energy Commission's Web Site at
<<http://www.energy.ca.gov/contracts>. Copies may be obtained by writing or calling:

California Energy Commission
1516 Ninth Street, MS-18
Sacramento, CA 95814
Telephone: 916/654-4392
FAX: 916/654-4423

Verbal Communication

Any verbal communication with an Energy Commission employee concerning this IFB is not binding on the State or the Energy Commission and shall in no way alter a specification, term, or condition of the IFB.

WHAT ARE MY RESPONSIBILITIES FOR SUBMITTING A BID?

Bidders must take the responsibility to:

- Carefully read this entire IFB,
- Ask the appropriate questions in a timely manner,
- Submit all required responses in a complete manner by the required date and time.

II. Administrative Information

WHAT IS AN IFB?

The competitive method used for this procurement of services is an Invitation For Bids (IFB). A Bid submitted in response to this IFB will be opened and read publicly at the time and place specified on the date indicated below, or as changed by an “Addendum” to the IFB. The Energy Commission will contract with the Bidder(s) who provides the lowest responsible Bid, and satisfies the minimum requirements in Section III.

HOW ARE KEY WORDS DEFINED?

Important definitions for this IFB are presented below:

WORD/TERM	DEFINITIONS
State	State of California
DGS	Department of General Services
Energy Commission	California Energy Commission
IFB	Invitation For Bid, this entire document
Bid	Formal response to this document from Bidder
Bidder	Respondent to this IFB

WHAT IS THE DEADLINE FOR QUESTIONS ABOUT THIS IFB?

Potential Bidders may ask questions about the requirements of this IFB. Bidders must prepare their questions in writing and send, FAX, or e-mail them to the Contracts Officer listed in Section I. Questions will be answered in writing and distributed to all parties who requested the IFB and posted on the Energy Commissions Web Site at www.energy.ca.gov/contracts. **The deadline for written questions is March 8, 2004.**

WHAT IS THE DEADLINE FOR SUBMITTING BIDS?

Your Bid must be delivered to the Energy Commission Contract Office by **April 6, 2004, 5:00 P.M.**

NOTE: The Energy Commission will **not** accept late proposals (delivered after 5:00 P.M.). There are no exceptions.

ADMINISTRATIVE INFORMATION, CONTINUED

HOW DO I DELIVER MY BID?

A Bidder may deliver a Bid by:

- U.S. Mail
- In person, or
- Messenger Service

All Bids must be delivered to the Energy Commission's Contract Office by **5:00 P.M. on April 6, 2004**. If a Bidder chooses either of the last two methods, delivery of all copies prior to 5:00 P.M. on **April 6, 2004**, must be made during normal business hours of 8:00 A.M. – 5:00 P.M., Monday through Friday. E-mail and facsimile (FAX) transmissions **WILL NOT** be accepted in whole or in part under any circumstances.

WHERE DO I DELIVER MY BID?

California Energy Commission
1516 Ninth Street, 1st Floor
Mail Room, MS-18
Sacramento, California 95814

HOW MANY COPIES DO I SUBMIT?

Mail or deliver a typed original Bid and 3 copies to the address given above. The Bidder must submit the required forms and the cost proposal in two separately sealed envelopes labeled Volume 1, Bidder Forms, and Volume 2, Cost Bid, for Invitation for Bids #170-03-101.

ARE THERE IMPORTANT ADMINISTRATIVE DETAILS I SHOULD KNOW?

Bidder's Cost

The Bidder is responsible for the cost of developing a Bid and this cost cannot be charged to the State.

Drug-Free Workplace

The successful Bidder, by signing the final contract, certifies compliance with California Government Code Section 8350 et seq., which relates to providing a drug-free workplace.

Americans with Disabilities Act

The successful Bidder, by signing the final contract, certifies compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

ADMINISTRATIVE INFORMATION, CONTINUED

Recycled Paper and Products

The successful Bidder shall certify in writing the minimum, if not exact, percentage of recycled content of paper used in the performance of the contract, regardless of whether the product meets the required recycled product percentage defined in Public Contract Code Sections 12161 and 12200. The successful Bidder may certify that the product contains zero recycled content. (PCC § 10308.5).

CAN THE ENERGY COMMISSION CANCEL THIS IFB?

Yes, if it is in the State's best interests, the Energy Commission reserves the right to do any of the following:

- Cancel this IFB,
- Amend this IFB as needed, or
- Reject any or all Bids received in response to this IFB

CAN THE ENERGY COMMISSION AMEND THIS IFB?

If the IFB is amended, the Energy Commission will mail a formal written addendum to all parties who requested the IFB and will also post it on the Energy Commission's Web Site <www.energy.ca.gov/contracts> and Department of General Services' Web Site <www.dgs.ca.gov/cscr>.

Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the IFB, the Bidder shall immediately notify the Energy Commission of such error in writing and request modification or clarification of the document. Clarifications will be given by written notice of all parties who requested the IFB, without divulging the source of the request for clarification. The Energy Commission shall not be responsible for failure to correct errors.

WHAT IF THE BID CONTAINS AN IMMATERIAL DEFECT?

The Energy Commission may waive any immaterial defect or deviation contained in a Bid. The Energy Commission's waiver shall in no way modify the Bid or excuse the successful Bidder from full compliance.

ADMINISTRATIVE INFORMATION, CONTINUED

WHAT IF I DECIDE TO MODIFY OR WITHDRAW MY BID?

Modification of Bid

A Bidder may modify a Bid after its submission by withdrawing its original Bid and resubmitting a new Bid prior to the Bid submission deadline of **April 6, 2004**, at 5:00 P.M. Bidder modifications offered in any other manner, oral or written, will not be considered.

Withdrawal

A Bidder may withdraw its Bid by submitting a written withdrawal request to the Energy Commission, signed by the Bidder or an authorized agent. A Bidder may thereafter submit a new Bid prior to the Bid submission deadline.

CAN I USE SUBCONTRACTORS?

Any subcontractors the Bidder chooses to use in fulfilling the requirements of this IFB, that are expected to receive more than ten percent (10%) of the value of the contract, must also meet all requirements in Section III, Minimum Qualifications.

CAN MY PROPOSAL CONTAIN CONFIDENTIAL INFORMATION?

No. No confidential information is allowed to be submitted in your Bid. Any Bid that contains confidential information will be rejected and immediately returned to the Bidder.

IS DISABLED VETERAN BUSINESS ENTERPRISES (DVBE) COMPLIANCE REQUIRED?

Yes. A Short Explanation of the DVBE Process – If you are a non-governmental entity, you must have either three percent DBVE participation, *or* you must demonstrate a good faith effort to obtain DVBE participation. It is important that you thoroughly read the instructions provided on DVBE Form 3. The DVBE compliance process is as follows:

Option A – Commitment to full DVBE Participation – For a Bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.

Option B – Good Faith Effort – For a Bidder documenting its completed effort, made prior to the Bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.

WHAT IS THE REQUIREMENT FOR “COMMERCIALLY USEFUL FUNCTION” FOR CERTIFIED SMALL BUSINESS, MICROBUSINESS OR DVBE?

A certified small business or microbusiness, or certified DVBE shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a **commercially useful function**.

ADMINISTRATIVE INFORMATION, CONTINUED

A certified small business, microbusiness or DVBE is deemed to perform a **commercially useful function** if it does all of the following:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out its obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a **commercially useful function** if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of small business, microbusiness or DVBE participation.

WILL THE SMALL/MICRO BUSINESS PREFERENCE BE APPLIED?

Yes. Each Bidder who is a State certified small/micro business will receive a cost preference of five percent of the lowest cost or price offered by the lowest responsible Bidder who is not a certified small/micro business, by deducting this five percent from the small/micro business Bidder's cost, for the purpose of comparing costs for all Bidders.

HOW DO I KNOW IF I'VE BEEN AWARDED A CONTRACT?

On **April 14, 2004**, after 12:00 noon, a "Notice of Intent to Award Contracts" will be posted in the Energy Commission's Contracts Office and posted on the Energy Commission's website.

If a contract is awarded to a Bidder other than the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.

WHAT HAPPENS TO MY DOCUMENTS?

When a Bid is submitted, the Bid (and related material submitted in response to this IFB) become the property of the state. After the Notice of Intent to Award a Contract is posted, all Bids and related material become a part of the public record and are available for public disclosure under the California Public Records Act (Government Code Section 6250 et seq).

NONDISCRIMINATION CERTIFICATION

Any Bid, proposal, or offer for a contract which is submitted by a contractor who has been decertified from contracting with the State by the Department of Fair Employment and Housing (DFEH), shall be deemed to be nonresponsive. Refer to the California Notice Register for a list of decertified contractors. (Published by the Office of Administrative Law and available through the Office of State Printing).

ADMINISTRATIVE INFORMATION, CONTINUED

STATEMENT OF COMPLIANCE

All employers who are or wish to become, contractors with the State must develop and implement a nondiscrimination program as defined in Title 2, CCR Section 8104; unless specifically exempted pursuant to Title 2, CCR Section 8115, which includes contracts under \$5,000 and contracts with licensed rehabilitation workshops. See Government Code Section 12900 et seq, and Title 2, CCR Section 8103.

BIDDERS' ADMONISHMENT

This IFB contains the instructions governing the requirements for a Bid to be submitted by interested Bidders, the format in which the Bid is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Bidder responsibilities. Bidders must take the responsibility to carefully read the entire IFB, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the IFB are followed and appropriately addressed, and carefully reread the entire IFB before submitting a proposal.

ON WHAT GROUNDS WOULD MY BID BE REJECTED?

A Bid shall be rejected if:

- It is received after the exact time and date set for receipt of Bids.
- It is lacking a properly executed Certification Clauses, Form 5.
- It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Bidder.
- The Bid is intended to erroneously and fallaciously mislead the State in its evaluation of the Bid and the attribute, condition, or capability is a requirement of this IFB.
- There is a conflict of interest as contained in Public Contract Code Sections 10410, 10411 and/or 10365.5, or any other conflict of interest law.
- If any portion of the Bid is marked "Confidential".
- It is not prepared in the mandatory format described.

A Bid may be rejected if:

- It is unsigned.
- It does not literally comply or contains caveats that conflict with the IFB and the variation or deviation is not material, or it is otherwise nonresponsive.

WHAT ARE THE PROTEST PROCEDURES?

A Bidder may file a protest against the proposed awarding of a contract. Once a protest has been filed, contracts will not be awarded until either the protest is withdrawn, or the Energy Commission cancels the IFB, or the Department of General Services decides the matter.

ADMINISTRATIVE INFORMATION, CONTINUED

Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code Section 10345.
- During the five working days that the Notice of Intent to Award a Contract is posted, protests must be filed with the Department of General Services (DGS), Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the Energy Commission Contracts Office.
- Within five days after filing the initial protest, the protesting Bidder must file with DGS and the Energy Commission Contracts Office a full and complete written statement specifying the grounds for the protest. It is suggested that you submit any protest by certified or registered mail.
- If the protest is not withdrawn or the IFB is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Bidder and the Energy Commission for the DGS hearing officer consideration.

WHAT ARE THE CONTRACT REQUIREMENTS?

Number of Contracts Awarded

It is anticipated that three (3) contracts will be awarded.

One contract for Energy Commission Business Meetings

One contract for Siting Cases/Committee Hearings

One contract for Other Hearings, Workshops, Depositions, Meetings, and Proceedings

Terms of the Contracts

The term for each contract will be July 1, 2004, to June 30, 2005. The Energy Commission reserves the option to renew any or all of the contracts for a second and third year, one year at a time. Exercising the 2nd and 3rd year options requires a formal amendment to each contract, which must be approved at an Energy Commission Business Meeting.

Contract Cancellation

The Energy Commission reserves the right to terminate any contract awarded through this IFB by providing 30-days notice to the successful contractor.

ADMINISTRATIVE INFORMATION, CONTINUED

No Contract Until Signed and Approved

No agreement between the Energy Commission and the successful Bidder is in effect until the contract is signed by the Contractor, approved at an Energy Commission Business Meeting, and approved by the Department of General Services, if necessary.

Audit

The Energy Commission, DGS, the Bureau of State Audits or their designated representative may audit a contract awarded under this IFB for a period of three years after the final payment or termination of the contract.

Contract Amendment

The contracts executed as a result of this IFB will be able to be amended by mutual consent of the Energy Commission and Contractor. The contracts may require amendment as a result of project review, changes and additions, changes in project scope, availability of funding, or extension of term.

III. Minimum Requirements and Qualifications

ABOUT THIS SECTION

In this section, the Energy Commission describes the pass-fail minimum requirements and qualifications that are necessary for a Bid to be accepted.

If you are Bidding on work identified on Form 1-A, Quotation of Charges for **BUSINESS MEETINGS**, Bidder must be able to maintain a minimum of two reporters, one of which is not assigned to any other Commission proceedings.

If you are Bidding on work identified on Form 1-B, Quotation of Charges for **SITING CASES/COMMITTEE HEARINGS**, Bidder must be able to maintain a minimum of three reporters, two of which is not assigned to any other Commission proceedings.

If you are Bidding on work identified on Form 1-C, Quotation of Charges for **OTHER HEARINGS, WORKSHOPS, DEPOSITIONS, MEETINGS AND PROCEEDINGS**, Bidder must be able to maintain a minimum of three reporters, two of which is not assigned to any other Commission proceedings.

A. Certified Shorthand Reporters (CSR) are not mandatory for this contract, however, each assigned reporter must be a Notary Public and shall administer oaths. Reporters shall provide a copy of their Notary Certificate to the Commission Contract Manager. **Reporters must have notary certification at the time Bid proposals are submitted.**

B. Each assigned reporter must be experienced and proficient in setting up and monitoring all equipment used under the terms of this contract.

C. Due to the difficult technical, scientific, and lengthy content of Commission proceedings, and the need for actual hard copies of precise and verbatim transcripts, all reporters assigned to Commission proceedings must have a minimum of two (2) years of experience in recording and transcribing lengthy scientific and technical proceedings for state agencies.

D. Contractor shall comply with all the standards contained in the California Rules of Court, Title 3, Division 4, Rule 980.5 and 980.6 (electronic recording). Each transcript shall include a dated and signed Reporter's Certificate as the last page.

E. The Reporter shall be present and have the specified stenographic and electronic verbal recording equipment fully operational not less than one hour prior to the scheduled commencement of a proceeding.

F. The Reporter using the electronic audiotape form of reporting shall monitor recording of the proceedings at all times off-tape, and shall never monitor the proceedings off-source.

Minimum Requirements and Qualifications (Continued)

G. Reporters at each Commission proceeding shall perform duties in a professional manner and shall be properly attired consistent with professional protocol and appearance expected in a court-like setting.

H. Successful Bidder's primary office must be located in Sacramento County or bordering Counties (i.e., Yolo, Placer, El Dorado, and San Joaquin).

I. Comply with all requirements of the work statement.

HOW WILL MY BID BE EVALUATED?

At the time of Bid opening, each Bid will be checked for the presence or absence of required information in conformance with Section IV, Bid Format and Required Documents. The Energy Commission will evaluate each Bid to determine its responsiveness to these requirements.

The contract will be awarded to the Bidder who meets the minimum qualifications In Section III, and one who has the lowest responsive responsible Bid when the Small/Micro Business preference (if applicable) is applied.

IV. Bid Format and Required Documents

ABOUT THIS SECTION

This section contains the mandatory Bid format requirements. Format instructions must be adhered to, all requirements and questions in the IFB must be responded to, and all requested data must be supplied.

WHAT IS THE REQUIRED FORMAT?

The following topics constitute your Bid proposal.

1) Bidder Forms, and 2), Cost Bid, must be submitted in two separately sealed envelopes labeled “Bidder Forms” and “Cost Bid”, for Invitation for Bids #170-03-101.

Failure to compute the charges correctly, or sign the required documents, may be cause for rejection of the Bid.

Bidder Forms

Bidders must submit the Bidders Checklist, Completed DVBE forms, the completed Small Business Preference Certification Letter (if applicable), the Contractor Status Form, Contractor Certification Clauses, and references if you are using a subcontractor.

Cost Bid

Bidders may submit Bids on any or all of the three elements of this IFB; however, each element requires its own Bid. Estimates of the services to be performed under each of the elements are specified on Forms 1-A, 1-B, and 1-C, respectively.

Bidders must complete and sign any or all of the Quotation of Charges Forms (1-A, 1-B, 1-C), in a separate envelope labeled “Cost Bid”. By signing the Quotation of Charges forms, Bidders certify they meet the minimum required qualifications in Section III.

V. Work Statement

WORK STATEMENT FOR ELEMENT #1 – BUSINESS MEETINGS

A minimum of two reporters, **one of which is not assigned to any other Commission proceeding** if you are providing services for work identified on Form 1- A, Quotation of Charges for Business Meetings.

This is a nonexclusive contract for hearing reporter services for Business Meetings, and the Commission does not guarantee any minimum amount of work under this contract.

1. Contractor agrees to perform the following tasks and provisions for reporting services:

- A. Services will include, but not be limited to, the development and production (recording and transcribing) of accurate verbatim transcripts submitted typographically free of error. Services may also include travel to various locations within the state of California, if necessary. Statewide services include the majority in Sacramento and required travel to various locations within the state of California.
- B. The exact nature of the time and place for reporter assignments will be set forth either by telephone or written request from the Commission Contract Manager. The request shall indicate audiotape or stenographic form of reporting.
- C. Contractor shall provide hearing reporters and equipment necessary upon request by the Contract Manager. Contractor shall ensure that there are two trained hearing reporters assigned to Commission proceedings at all times, one of which are not currently assigned to any other Commission proceeding.
- D. Contractor shall comply with all the standards contained in the California Rules of Court, Title 3, Division 4, Rule 980.5 and 980.6 (electronic recording).
- E. The Reporter shall be present and have the specified stenographic and electronic verbal recording equipment fully operational not less than one hour prior to the scheduled commencement of a proceeding. Each assigned reporter must be experienced and proficient in setting up and monitoring all equipment used under the terms of this contract.
- F. If the Contractor is notified by telephone within a reasonable period of time before the commencement of the proceedings that the proceeding has been canceled, and the reporter has not as yet left for the proceedings, there will be no charges under this contract. If for any reason a transcript order is cancelled before the transcript is delivered,

Work Statement (Continued)

the Contractor will be paid for all work completed as of the time of cancellation.

- G. The Reporter using the electronic audiotape form of reporting shall monitor recording of the proceedings at all times off-tape, and shall never monitor the proceedings off-source.
- H. Unless otherwise indicated, all transcripts shall be delivered to the Commission Contract Manager.
- I. Reporters must be available during the hours of 9 a.m. to 6 p.m. Reporters are required to remain until the conclusion of the proceeding should it continue beyond 6 p.m.
- J. The Contractor shall correct, at Contractor's expense, all errors if so requested by the Contract Manager. The Commission shall be entitled to a credit equivalent to the applicable page charge for each page that contains an error after the Contractor has had an opportunity to correct such error.

2. Reporters

- A. Due to the difficult technical, scientific, and lengthy content of Commission work assignments, and the need for actual hard copies of precise and verbatim transcripts, all reporters assigned to Commission proceedings must have a minimum of two (2) years of experience in recording and transcribing lengthy scientific and technical proceedings for state agencies.
- B. Reporters at each Commission proceeding shall perform duties in a professional manner and shall be properly attired consistent with professional protocol and appearance expected in a court-like setting. Standards of professionalism and appearance are at the discretion of the Commission Contract Manager. The Commission Contract Manager may request the substitution of Reporters not meeting the standards of professionalism and appearance.
- C. Certified Shorthand Reporters (CSR) are not mandatory for this contract, but may be requested on occasion. However, each assigned reporter must be a Notary Public and shall administer oaths. Reporters shall provide a copy of their Notary Certificate to the Commission Contract Manager. It is the Contractor's responsibility to ensure that all reporters

Work Statement (Continued)

assigned to Commission proceedings maintain notary certification throughout the term of the contract.

- D. Prior to assigning reporters to provide services to the Commission, the Contractor will present a copy of each assigned reporter's resume to the Commission Contract Manager. Each resume must detail the following.
 - Number of years of recording and transcribing lengthy scientific and technical proceedings for state agencies;
 - Certificate(s) of qualifications;
 - Detailed listing of previous employers;
 - Copy of Notary Certificate
 - Professional references, if the prime contractor subcontracts
- E. The Commission Contract Manager reserves the right to replace any reporter who does not meet the minimum qualifications or requirements of this contract. Replacement of reporters shall be done at no additional cost to the Commission and with no reduction or interruption in service to support Commission proceedings.
- F. The Contractor shall present resumes of replacement reporters to the Commission Contract Manager for approval, prior to assigning reporters to Commission proceedings.

3. Transcripts

Transcripts shall be considered ordered by the Commission on the first day of the proceedings, unless otherwise indicated. If so ordered, the date for the delivery of the transcript shall be the date requested on the order. Unless otherwise ordered, transcripts for each proceeding shall be delivered within ten (10) calendar days. The Contractor must also be prepared to provide expedited two (2) calendar days delivery upon request by the Commission Contract Manager. Each transcript shall include a dated and signed Reporter's Certificate as the last page, including the name of the transcriber.

A hard copy of transcripts, including **an original and two copies**, shall be prepared according to the following specifications:

- 1) 8-1/2" x 11", 20 lb. bond paper
- 2) Double-spaced, one-sided original
- 3) Pages numbered consecutively

Work Statement (Continued)

- 4) Bound in report folder comparable to Amberg 588 (three-hole, clear plastic front)
 - a. 1st Page format to be provided by Contract Manager, including:
 - Title of Proceeding
 - Location
 - Date and Time
 - Contract Number
 - California Energy Commission
 - Contractor Name
 - Reporter name, if requested
 - Docket number, if requested
 - b. 2nd Page: Participant Names
Titles and Affiliations
 - c. 3rd Page: Index of Agenda Items
 - d. 4th Page: List of Exhibits and Page #
 - e. 5th Page: 1st Page of Proceedings

4. Disks

The Contractor shall provide computer readable diskette copies to the Commission Contract Manager. Disks shall be provided as follows:

1. Contractor shall furnish a computer readable floppy diskette copy of the official transcript.
2. The PC Floppy diskette shall be IBM PC-AT DOS compatible produced by Microsoft Word.
3. The diskette shall be 3-1/2 inch, double sided, high density, unless otherwise specified.
4. Files contained on the floppy diskettes shall be available in ASCII text format, not to exceed 80 characters per record, and in Word for Windows 6.1. Files may be provided in other formats upon approval of Commission Contract Manager.
5. The PC floppy diskette must contain upper/lower case text that is 100 percent equivalent (excluding the line numbers) to the official transcript.

Work Statement (Continued)

6. Each diskette shall be clearly labeled with the proceeding name, city, and date of proceeding. Where a transcript spans more than one diskette, diskettes shall be labeled in sequential order (i.e. 1 of 6, 2 of 6, etc.).
7. Contractor shall make each diskette “read only” by placing a tab on a 3-1/2 inch diskette in the “write-protect” or “safe” position.

V. Work Statement

WORK STATEMENT FOR ELEMENT #2 – SITING CASES/COMMITTEE HEARINGS

A minimum of three reporters, **two of which are not assigned to any other Commission proceeding** if you are providing services for work identified on Form 1-B, Quotation of Charges for Siting Cases/Committee Hearings.

This is a nonexclusive contract for hearing reporter services for Siting Cases/Committee Hearings, and the Commission does not guarantee any minimum amount of work under this contract.

1. **Contractor agrees to perform the following tasks and provisions for reporting services:**
 - A. Services will include, but not be limited to, the development and production (recording and transcribing) of accurate verbatim transcripts submitted typographically free of error. Services may also include travel to various locations within the state of California, if necessary. Statewide services include the majority in Sacramento and required travel to various locations within the state of California.
 - B. The exact nature of the time and place for reporter assignments will be set forth either by telephone or written request from the Commission Contract Manager. The request shall indicate audiotape or stenographic form of reporting.
 - C. Contractor shall provide hearing reporters and equipment necessary upon request by the Contract Manager. Contractor shall ensure that there are three trained hearing reporters assigned to Commission proceedings at all times, two of which are not currently assigned to any other Commission proceeding.
 - D. Contractor shall comply with all the standards contained in the California Rules of Court, Title 3, Division 4, Rule 980.5 and 980.6 (electronic recording).
 - E. The Reporter shall be present and have the specified stenographic and electronic verbal recording equipment fully operational not less than one hour prior to the scheduled commencement of a proceeding. Each assigned reporter must be experienced and proficient in setting up and monitoring all equipment used under the terms of this contract.
 - F. If the Contractor is notified by telephone within a reasonable period of time before the commencement of the proceedings that the proceeding has been canceled, and the reporter has not as yet left for the proceedings, there will be no charges under this contract. If for any reason a transcript order is

Work Statement (Continued)

cancelled before the transcript is delivered, the Contractor will be paid for all work completed as of the time of cancellation.

- G. The Reporter using the electronic audiotape form of reporting shall monitor recording of the proceedings at all times off-tape, and shall never monitor the proceedings off-source.
- H. Unless otherwise indicated, all transcripts shall be delivered to the Commission Contract Manager.
- I. Reporters must be available during the hours of 9 a.m. to 6 p.m. Reporters are required to remain until the conclusion of the proceeding should it continue beyond 6 p.m.
- J. The Contractor shall correct, at Contractor's expense, all errors if so requested by the Contract Manager. The Commission shall be entitled to a credit equivalent to the applicable page charge for each page that contains an error after the Contractor has had an opportunity to correct such error.

2. Reporters

- A. Due to the difficult technical, scientific, and lengthy content of Commission work assignments, and the need for actual hard copies of precise and verbatim transcripts, all reporters assigned to Commission proceedings must have a minimum of two (2) years of experience in recording and transcribing lengthy scientific and technical proceedings for state agencies.
- B. Reporters at each Commission proceeding shall perform duties in a professional manner and shall be properly attired consistent with professional protocol and appearance expected in a court-like setting. Standards of professionalism and appearance are at the discretion of the Commission Contract Manager. The Commission Contract Manager may request the substitution of Reporters not meeting the standards of professionalism and appearance.
- C. Certified Shorthand Reporters (CSR) are not mandatory for this contract, but may be requested on occasion. However, each assigned reporter must be a Notary Public and shall administer oaths. Reporters shall provide a copy of their Notary Certificate to the Commission Contract Manager. It is the Contractor's responsibility to ensure that all reporters assigned to

Work Statement (Continued)

Commission proceedings maintain notary certification throughout the term of the contract.

- D. Prior to assigning reporters to provide services to the Commission, the Contractor will present a copy of each assigned reporter's resume to the Commission Contract Manager. Each resume must detail the following.
 - Number of years of recording and transcribing lengthy scientific and technical proceedings for state agencies;
 - Certificate(s) of qualifications;
 - Detailed listing of previous employers;
 - Copy of Notary Certificate;
 - Professional references, if the prime contractor subcontracts
- E. The Commission Contract Manager reserves the right to replace any reporter who does not meet the minimum qualifications or requirements of this contract. Replacement of reporters shall be done at no additional cost to the Commission and with no reduction or interruption in service to support Commission proceedings.
- F. The Contractor shall present resumes of replacement reporters to the Commission Contract Manager for approval, prior to assigning reporters to Commission proceedings.

3. Transcripts

Transcripts shall be considered ordered by the Commission on the first day of the proceedings, unless otherwise indicated. If so ordered, the date for the delivery of the transcript shall be the date requested on the order. Unless otherwise ordered, transcripts for each proceeding shall be delivered within ten (10) calendar days. The Contractor must also be prepared to provide expedited two (2) calendar days delivery upon request by the Commission Contract Manager. Each transcript shall include a dated and signed Reporter's Certificate as the last page, including the name of the transcriber.

A hard copy of transcripts, including **an original and two copies**, shall be prepared according to the following specifications:

- 1) 8-1/2" x 11", 20 lb. bond paper
- 2) Double-spaced, one-sided original

Work Statement (Continued)

- 3) Pages numbered consecutively
- 4) Bound in report folder comparable to Amberg 588 (three-hole, clear plastic front)
 - a. 1st Page format to be provided by Contract Manager, including:
 - Title of Proceeding
 - Location
 - Date and Time
 - Contract Number
 - California Energy Commission
 - Contractor Name
 - Reporter name, if requested
 - Docket number, if requested
 - b. 2nd Page: Participant Names
Titles and Affiliations
 - c. 3rd Page: Index of Agenda Items
 - d. 4th Page: List of Exhibits and Page #
 - e. 5th Page: 1st Page of Proceedings

4. Disks

The Contractor shall provide computer readable diskette copies to the Commission Contract Manager. Disks shall be provided as follows:

- A. Contractor shall furnish a computer readable floppy diskette copy of the official transcript.
- B. The PC Floppy diskette shall be IBM PC-AT DOS compatible produced by Microsoft Word.
- C. The diskette shall be 3-1/2 inch, double sided, high density, unless otherwise specified.
- D. Files contained on the floppy diskettes shall be available in ASCII text format not to exceed 80 characters per record, and in Word for Windows 6.1. Files may be provided in other formats upon approval of Commission Contract Manager.

Work Statement (Continued)

- E. The PC floppy diskette must contain upper/lower case text that is 100 percent equivalent (excluding the line numbers) to the official transcript.
- F. Each diskette shall be clearly labeled with the proceeding name, city, and date of proceeding. Where a transcript spans more than one diskette, diskettes shall be labeled in sequential order (i.e. 1 of 6, 2 of 6, etc.).
- G. Contractor shall make each diskette “read only” by placing a tab on a 3-1/2 inch diskette in the “write-protect” or “safe” position.

V. Work Statement

WORK STATEMENT FOR ELEMENT #3 – OTHER HEARINGS, WORKSHOPS, DEPOSITIONS, MEETINGS, AND PROCEEDINGS

A minimum of three reporters, **two of which are not assigned to any other Commission proceeding** if you are providing services for work identified on Form 1-C, Quotation of Charges for Other Hearings, Workshops, Depositions, Meetings, and Energy Commission Proceedings.

This is a nonexclusive contract for hearing reporter services for Other Hearings, Workshops, Depositions, Meetings, and Energy Commission Proceedings, and the Commission does not guarantee any minimum amount of work under this contract.

1. Contractor agrees to perform the following tasks and provisions for reporting services:

- A. Services will include, but not be limited to, the development and production (recording and transcribing) of accurate verbatim transcripts submitted typographically free of error. Services may also include travel to various locations within the state of California, if necessary. Statewide services include the majority in Sacramento and required travel to various locations within the state of California.
- B. The exact nature of the time and place for reporter assignments will be set forth either by telephone or written request from the Commission Contract Manager. The request shall indicate audiotape or stenographic form of reporting.
- C. Contractor shall provide hearing reporters and equipment necessary upon request by the Contract Manager. Contractor shall ensure that there are three trained hearing reporters assigned to Commission proceedings at all times, two of which are not currently assigned to any other Commission proceeding.
- D. Contractor shall comply with all the standards contained in the California Rules of Court, Title 3, Division 4, Rule 980.5 and 980.6 (electronic recording).
- E. The Reporter shall be present and have the specified stenographic and electronic verbal recording equipment fully operational not less than one hour prior to the scheduled commencement of a proceeding. Each assigned reporter must be experienced and proficient in setting up and monitoring all equipment used under the terms of this contract.

Work Statement (Continued)

- F. If the Contractor is notified by telephone within a reasonable period of time before the commencement of the proceedings that the proceeding has been canceled, and the reporter has not as yet left for the proceedings, there will be no charges under this contract. If for any reason a transcript order is cancelled before the transcript is delivered, the Contractor will be paid for all work completed as of the time of cancellation.
- G. The Reporter using the electronic audiotape form of reporting shall monitor recording of the proceedings at all times off-tape, and shall never monitor the proceedings off-source.
- H. Unless otherwise indicated, all transcripts shall be delivered to the Commission Contract Manager.
- I. Reporters must be available during the hours of 9 a.m. to 6 p.m. Reporters are required to remain until the conclusion of the proceeding should it continue beyond 6 p.m.
- J. The Contractor shall correct, at Contractor's expense, all errors if so requested by the Contract Manager. The Commission shall be entitled to a credit equivalent to the applicable page charge for each page that contains an error after the Contractor has had an opportunity to correct such error.

2. Reporters

- A. Due to the difficult technical, scientific, and lengthy content of Commission work assignments, and the need for actual hard copies of precise and verbatim transcripts, all reporters assigned to Commission proceedings must have a minimum of two (2) years of experience in recording and transcribing lengthy scientific and technical proceedings for state agencies.
- B. Reporters at each Commission proceeding shall perform duties in a professional manner and shall be properly attired consistent with professional protocol and appearance expected in a court-like setting. Standards of professionalism and appearance are at the discretion of the Commission Contract Manager. The Commission Contract Manager may request the substitution of Reporters not meeting the standards of professionalism and appearance.
- C. Certified Shorthand Reporters (CSR) are not mandatory for this contract, and may be requested on occasion, however, each assigned reporter must be a Notary Public and shall administer oaths. Reporters shall provide a copy of their Notary Certificate to the Commission Contract

Work Statement (Continued)

Manager. It is the Contractor's responsibility to ensure that all reporters assigned to Commission proceedings maintain notary certification throughout the term of the contract.

- D. Prior to assigning reporters to provide services to the Commission, the Contractor will present a copy of each assigned reporter's resume to the Commission Contract Manager. Each resume must detail the following.
 - Number of years of recording and transcribing lengthy scientific and technical proceedings for state agencies;
 - Certificate(s) of qualifications;
 - Detailed listing of previous employers;
 - Copy of Notary Certificate
 - Professional references, if the prime contractor subcontracts
- E. The Commission Contract Manager reserves the right to replace any reporter who does not meet the minimum qualifications or requirements of this contract. Replacement of reporters shall be done at no additional cost to the Commission and with no reduction or interruption in service to support Commission proceedings.
- F. The Contractor shall present resumes of replacement reporters to the Commission Contract Manager for approval, prior to assigning reporters to Commission proceedings.

4. Transcripts

Transcripts shall be considered ordered by the Commission on the first day of the proceedings, unless otherwise indicated. If so ordered, the date for the delivery of the transcript shall be the date requested on the order. Unless otherwise ordered, transcripts for each proceeding shall be delivered within ten (10) calendar days. The Contractor must also be prepared to provide expedited two (2) calendar days delivery upon request by the Commission Contract Manager. Each transcript shall include a dated and signed Reporter's Certificate as the last page, including the name of the transcriber.

A hard copy of transcripts, including **an original and two copies**, shall be prepared according to the following specifications:

- 1) 8-1/2" x 11", 20 lb. bond paper
- 2) Double-spaced, one-sided original
- 3) Pages numbered consecutively

Work Statement (Continued)

- 4) Bound in report folder comparable to Amberg 588 (three-hole, clear plastic front)
 - a. 1st Page format to be provided by Contract Manager, including:
 - Title of Proceeding
 - Location
 - Date and Time
 - Contract Number
 - California Energy Commission
 - Contractor Name
 - Reporter name, if requested
 - Docket number, if requested
 - b. 2nd Page: Participant Names
Titles and Affiliations
 - c. 3rd Page: Index of Agenda Items
 - d. 4th Page: List of Exhibits and Page #
 - e. 5th Page: 1st Page of Proceedings

4. Disks

The Contractor shall provide computer readable diskette copies to the Commission Contract Manager. Disks shall be provided as follows:

- A. Contractor shall furnish a computer readable floppy diskette copy of the official transcript.
- B. The PC Floppy diskette shall be IBM PC-AT DOS compatible produced by Microsoft Word.
- C. The diskette shall be 3-1/2 inch, double sided, high density, unless otherwise specified.
- D. Files contained on the floppy diskettes shall be available in ASCII text format not to exceed 80 characters per record and Word for Windows 6.1. Files may be provided in other formats upon approval of Commission Contract Manager.
- E. The PC floppy diskette must contain upper/lower case text that is 100 percent equivalent (excluding the line numbers) to the official transcript.

Work Statement (Continued)

- F. Each diskette shall be clearly labeled with the proceeding name, city, and date of proceeding. Where a transcript spans more than one diskette, diskettes shall be labeled in sequential order (i.e. 1 of 6, 2 of 6, etc.).
- G. Contractor shall make each diskette “read only” by placing a tab on a 3-1/2 inch diskette in the “write-protect” or “safe” position.

Exhibits

- A Quotation of Charges (Business Meetings)
- B Quotation of Charges (Siting Cases/Committee Hearings)
- C Quotation of Charges (Other Hearings and Workshops)

Attachments

- 1 Bidder Check List
- 2.1 Disabled Veteran Business Enterprise Participation Instructions & FAQ's
- 2.2 Prime Bidder's Certification
- 2.3 List of Disabled Veteran Business Enterprise Participation
- 2.4 Documentation of Good Faith Efforts
- 3 Contractor Status Form
- 4 Contractor Certification Clauses
- 5 Customer References (if needed)
- 6 Sample Standard Agreement

**FORM 1-A
ELEMENT #1**

**INVITATION FOR BIDS 170-03-101
HEARING REPORTER SERVICES (BUSINESS MEETINGS)
QUOTATION OF CHARGES**

Instructions

Complete and submit this form with 3 copies in a sealed envelope to the address indicated on page 8 of Section II, Where Do I Deliver My Bid? Mark the envelope "Cost Bid" in accordance with Section 4, What is the Required Format? page 17.

Bidder Information

Name of Firm: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Certification

In order to submit a bid, Bidder must provide all of the services and meet all of the qualifications identified in Section III, Minimum Requirements and Qualifications. All Bidders must complete all three pages of this form, if bidding on "Business Meetings". To verify that the Bidder is so eligible, an authorized representative of the bidding firm must sign the following certification, and complete all three pages of this form if bidding on Element #1 of IFB 170-01-101.

"The undersigned hereby certified that

(Name of Firm)

meets the standards set forth in this IFB."

Authorized Representative (type or print)

Signature

Title

Date

Personnel Requirements

Bidder must provide a minimum of two (2) reporters, one of which is not assigned to any other Commission proceedings. The Contractor shall provide a copy of each reporter's resume prior to receiving contract documents for signature.

Charges

The term of the contract for Hearing Reporter Services for, Business Meetings, will be July 1, 2004 through June 30, 2005 (with an Energy Commission option to renew this agreement for a second and third year, one year at a time). Each year of funding for this contract will be contingent upon the approval of funding by the Governor and the Energy Commission and the successful performance of the Contractor.

Total cost bid will be the total cost for State Fiscal Years 2004-05, 2005-06, and 2006-07. The numbers used as multipliers are estimates and are not to be construed as a guarantee of volume or number of hearings. The contract amount may not be the same as the amount bid. The rate charge per page, appearance rate, etc. will be used in the contract budget. The total cost bid will be used to determine the lowest Bid but will not be the amount of the contract. The rates quoted will become a part of the final contract and will not be changed during the term of the contract.

Travel will be reimbursed for hearings held outside of Sacramento County in accordance with the rates detailed in Attachment 1, Sample Standard Agreement, Exhibit B. Travel will not be reimbursed for hearings held within Sacramento County regardless of the location of the Bidder's offices. A single fixed delivery fee may be charged per order regardless of the number of copies or diskettes requested.

2004-05 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>	<u>TOTAL</u>
Appearances	\$ _____/day	x 20 =	\$ _____
Overtime appearances	\$ _____/day	x 3 =	\$ _____
Transcript fee (8-10 day deliv.)	\$ _____/page	x 3,000/pg =	\$ _____
Transcript fee (4-7 day deliv)	\$ _____/page	x 3,000/pg =	\$ _____
Transcript fee (2-3 day deliv)	\$ _____/page	x 3,000/pg =	\$ _____
Transcript fee (1 day deliv)	\$ _____/page	x 500/pg =	\$ _____
Delivery charge	\$ _____/trip	x 20 trips =	\$ _____
Diskette charge	\$ _____/disk (on disk)	x 20 transcripts =	\$ _____
Extra copy charge	\$ _____/page	x 200 =	\$ _____
Extra disk charge	\$ _____/transcript	x 5 =	\$ _____

TOTAL COST FOR JULY 1, 2004 – JUNE 30, 2005	=	\$ _____
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2005-06 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$ _____/day	x 20	=	\$ _____
Overtime appearances	\$ _____/day	x 3	=	\$ _____
Transcript fee (8-10 day deliv.)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (4-7 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (2-3 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (1 day deliv)	\$ _____/page	x 500/pg	=	\$ _____
Delivery charge	\$ _____/trip	x 20 trips	=	\$ _____
Diskette charge	\$ _____/disk	x 20 transcripts =		\$ _____
	(on disk)			
Extra copy charge	\$ _____/page	x 200	=	\$ _____
Extra disk charge	\$ _____/transcript	x 5	=	\$ _____

TOTAL COST FOR JULY 1, 2005 – JUNE 30, 2006	=	\$ _____
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2006-07 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$ _____/day	x 20	=	\$ _____
Overtime appearances	\$ _____/day	x 3	=	\$ _____
Transcript fee (8-10 day deliv.)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (4-7 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (2-3 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (1 day deliv)	\$ _____/page	x 500/pg	=	\$ _____
Delivery charge	\$ _____/trip	x 20 trips	=	\$ _____
Diskette charge	\$ _____/disk	x 20 transcripts =		\$ _____
	(on disk)			
Extra copy charge	\$ _____/page	x 200	=	\$ _____
Extra disk charge	\$ _____/transcript	x 5	=	\$ _____

TOTAL COST FOR JULY 1, 2006 – JUNE 30, 2007	=	\$ _____
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NOTE:

1. Appearance rates are charged 9:00 a.m. to 6:00 p.m.
2. Overtime appearance rates are charged after 6:00 p.m.
3. Charges for transcripts and copies are reimbursed by the page. A page is defined as one (1) twenty-five (25) line transcript paper or copy.
4. A delivery charge may be included, but only one delivery charge may be billed per order regardless of the number of copies requested.
5. For each transcript which is not delivered by the specified date, or ten (10) days after the date of the hearing if no delivery date is specified, then ten percent (10%) shall be deducted from the total charge for that transcript. If the transcript is delivered more than thirty (30) days after the hearing date, twenty-five percent (25%) shall be deducted from the total charge for that transcript.
6. When preparing the budget for the 2nd and 3rd option years, take into consideration the length of the contract and include any increase in charges. The rates bid become part of the final contract and may not be changed during the term of the contract.

**FORM 1-B
ELEMENT #2**

**INVITATION FOR BIDS 170-03-101
HEARING REPORTER SERVICES (SITING CASES/COMMITTEE HEARINGS)
QUOTATION OF CHARGES**

Instructions

Complete and submit this form with 3 copies in a sealed envelope to the address indicated on page 8, Section II, Where Do I Deliver My Bid? Mark the envelope "Cost" in accordance with Section IV, What is the Required Format? page 17.

Bidder Information

Name of Firm: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Certification

In order to submit a bid, a Bidder must provide all of the services and meet all of the qualifications identified in Section III, Minimum Requirements and Qualifications. To verify that the Bidder is so eligible, an authorized representative of the bidding firm must sign the following certification, and complete all three pages of this form if bidding on Element #2 of IFB 170-03-101.

"The undersigned hereby certified that

(Name of Firm)

meets the standards set forth in this IFB."

Authorized Representative (type or print)

Signature

Title

Date

Personnel Requirements

Bidder must provide a minimum of two (2) reporters, one of which is not assigned to any other Commission proceedings. The Contractor shall provide a copy of each reporter's resume prior to receiving contract documents for signature.

Charges

The term of the contract for Hearing Reporter Services for Siting Cases, will be July 1, 2004 through June 30, 2005 (with an Energy Commission option to renew this agreement for a second and third year, one year at a time). Each year of funding for this contract will be contingent upon the approval of funding by the Governor and the Energy Commission and the successful performance of the Contractor.

Total cost bid will be the total cost for State Fiscal Years 2004-05, 2005-06, and 2006-07. The numbers used as multipliers are estimates and are not to be construed as a guarantee of volume or number of hearings. The contract amount may not be the same as the amount bid. The rate charge per page, appearance rate, etc. will be used in the contract budget. The total cost bid will be used to determine the lowest average Bidder but will not be the amount of the contract. The rates quoted will become a part of the final contract and will not be changed during the term of the contract.

Travel will be reimbursed for hearings held outside of Sacramento County in accordance with the rates detailed in Attachment 1, Sample Standard Agreement, Exhibit B. Travel will not be reimbursed for hearings held within Sacramento County regardless of the location of the Bidder's offices. A single fixed delivery fee may be charged per order regardless of the number of copies or diskettes requested.

2004-05 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$_____/day	x 20	=	\$_____
Overtime appearances	\$_____/day	x 3	=	\$_____
Transcript fee (8-10 day deliv.)	\$_____/page	x...3,000/pg	=	\$_____
Transcript fee (4-7 day deliv)	\$_____/page	x 3,000/pg	=	\$_____
Transcript fee (2-3 day deliv)	\$_____/page	x 3,000/pg	=	\$_____
Transcript fee (1 day deliv)	\$_____/page	x 500/pg	=	\$_____
Delivery charge	\$_____/trip	x 20 trips	=	\$_____
Diskette charge	\$_____/disk	x 20 transcripts	=	\$_____
	(on disk)			
Extra copy charge	\$_____/page	x 200	=	\$_____
Extra disk charge	\$_____/transcript	x 5	=	\$_____

TOTAL COST FOR JULY 1, 2004 – JUNE 30, 2005	=	\$_____
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2005-06 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$ _____/day	x 20	=	\$ _____
Overtime appearances	\$ _____/day	x 3	=	\$ _____
Transcript fee (8-10 day deliv.)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (4-7 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (2-3 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (1 day deliv)	\$ _____/page	x 500/pg	=	\$ _____
Delivery charge	\$ _____/trip	x 20 trips	=	\$ _____
Diskette charge	\$ _____/disk	x 20 transcripts =		\$ _____
	(on disk)			
Extra copy charge	\$ _____/page	x 200	=	\$ _____
Extra disk charge	\$ _____/transcript	x 5	=	\$ _____

TOTAL COST FOR JULY 1, 2005 – JUNE 30, 2006	=	\$ _____
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2006-07 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$ _____/day	x 20	=	\$ _____
Overtime appearances	\$ _____/day	x 3	=	\$ _____
Transcript fee (8-10 day deliv.)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (4-7 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (2-3 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (1 day deliv)	\$ _____/page	x 500/pg	=	\$ _____
Delivery charge	\$ _____/trip	x 20 trips	=	\$ _____
Diskette charge	\$ _____/disk	x 20 transcripts =		\$ _____
	(on disk)			
Extra copy charge	\$ _____/page	x 200	=	\$ _____
Extra disk charge	\$ _____/transcript	x 5	=	\$ _____

TOTAL COST FOR JULY 1, 2006 – JUNE 30, 2007	=	\$ _____
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NOTE:

1. Appearance rates are charged 9:00 a.m. to 6:00 p.m.
2. Overtime appearance rates are charged after 6:00 p.m.
3. Charges for transcripts and copies are reimbursed by the page. A page is defined as one (1) twenty-five (25) line transcript paper or copy.
4. A delivery charge may be included, but only one delivery charge may be billed per order regardless of the number of copies requested.
5. For each transcript which is not delivered by the specified date, or ten (10) days after the date of the hearing if no delivery date is specified, then ten percent (10%) shall be deducted from the total charge for that transcript. If the transcript is delivered more than thirty (30) days after the hearing date, twenty-five percent (25%) shall be deducted from the total charge for that transcript.
6. When preparing the budget for the 2nd and 3rd option years, take into consideration the length of the contract and include any increase in charges. The rates bid become part of the final contract and may not be changed during the term of the contract.

**FORM 1-C
ELEMENT #3**

**INVITATION FOR BIDS 170-03-101
HEARING REPORTER SERVICES (OTHER HEARINGS AND WORKSHOPS)
QUOTATION OF CHARGES**

Instructions

Complete and submit this form with 3 copies in a sealed envelope to the address indicated on page 8 of Section II, Where Do I Deliver My Bid? Mark the envelope "Cost Bid" in accordance with Section 4, What is the Required Format? page 17.

Bidder Information

Name of Firm: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Certification

In order to submit a bid, a Bidder must provide all of the services and meet all of the qualifications identified in Section III, Minimum Requirements and Qualifications. To verify that the Bidder is so eligible, an authorized representative of the bidding firm must sign the following certification, and complete all three pages of this form if you are bidding on Element #3 of this IFB.

"The undersigned hereby certified that

(Name of Firm)

meets the standards set forth in this IFB."

Authorized Representative (type or print)

Signature

Title

Date

Personnel Requirements

Bidder must provide a minimum of two (2) reporters, one of which is not assigned to any other Commission proceedings. The Contractor shall provide a copy of each reporter's resume prior to receiving contract documents for signature.

Charges

The term of the contract for Hearing Reporter Services for Other Hearings & Proceedings, will be July 1, 2004 through June 30, 2005 (with an Energy Commission option to renew this agreement for a second and third year, one year at a time). Each year of funding for this contract will be contingent upon the approval of funding by the Governor and the Energy Commission and the successful performance of the Contractor.

Total cost bid will be the total cost for State Fiscal Years 2004-05, 2005-06, and 2006-07. The numbers used as multipliers are estimates and are not to be construed as a guarantee of volume or number of hearings. The contract amount may not be the same as the amount bid. The rate charge per page, appearance rate, etc. will be used in the contract budget. The total cost bid will be used to determine the lowest average Bidder but will not be the amount of the contract. The rates quoted will become a part of the final contract and will not be changed during the term of the contract.

Travel will be reimbursed for hearings held outside of Sacramento County in accordance with the rates detailed in Attachment 1, Sample Standard Agreement, Exhibit B. Travel will not be reimbursed for hearings held within Sacramento County regardless of the location of the Bidder's offices. A single fixed delivery fee may be charged per order regardless of the number of copies or diskettes requested.

2004-05 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$_____/day	x 20	=	\$_____
Overtime appearances	\$_____/day	x 3	=	\$_____
Transcript fee (8-10 day deliv.)	\$_____/page	x 3,000/pg	=	\$_____
Transcript fee (4-7 day deliv)	\$_____/page	x 3,000/pg	=	\$_____
Transcript fee (2-3 day deliv)	\$_____/page	x 3,000/pg	=	\$_____
Transcript fee (1 day deliv)	\$_____/page	x 500/pg	=	\$_____
Delivery charge	\$_____/trip	x 20 trips	=	\$_____
Diskette charge	\$_____/disk	x 20 transcripts =		\$_____
	(on disk)			
Extra copy charge	\$_____/page	x 200	=	\$_____
Extra disk charge	\$_____/transcript	x 5	=	\$_____

TOTAL COST FOR JULY 1, 2004 – JUNE 30, 2005 = \$ _____

2005-06 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$_____/day	x 20	=	\$_____
Overtime appearances	\$_____/day	x 3	=	\$_____
Transcript fee (8-10 day deliv.)	\$_____/page	x 3,000/pg	=	\$_____
Transcript fee (4-7 day deliv)	\$_____/page	x 3,000/pg	=	\$_____
Transcript fee (2-3 day deliv)	\$_____/page	x 3,000/pg	=	\$_____
Transcript fee (1 day deliv)	\$_____/page	x 500/pg	=	\$_____
Delivery charge	\$_____/trip	x 20 trips	=	\$_____
Diskette charge	\$_____/disk	x 20 transcripts	=	\$_____
	(on disk)			
Extra copy charge	\$_____/page	x 200	=	\$_____
Extra disk charge	\$_____/transcript	x 5	=	\$_____

TOTAL COST FOR JULY 1, 2005 – JUNE 30, 2006 = \$ _____

2006-07 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$ _____/day	x 20	=	\$ _____
Overtime appearances	\$ _____/day	x 3	=	\$ _____
Transcript fee (8-10 day deliv.)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (4-7 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (2-3 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (1 day deliv)	\$ _____/page	x 500/pg	=	\$ _____
Delivery charge	\$ _____/trip	x 20 trips	=	\$ _____
Diskette charge	\$ _____/disk	x 20 transcripts =		\$ _____
	(on disk)			
Extra copy charge	\$ _____/page	x 200	=	\$ _____
Extra disk charge	\$ _____/transcript	x 5	=	\$ _____

TOTAL COST FOR JULY 1, 2006 – JUNE 30, 2007	=	\$ _____
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NOTE:

1. Appearance rates are charged 9:00 a.m. to 6:00 p.m.
2. Overtime appearance rates are charged after 6:00 p.m.
3. Charges for transcripts and copies are reimbursed by the page. A page is defined as one (1) twenty-five (25) line transcript paper or copy.
4. A delivery charge may be included, but only one delivery charge may be billed per order regardless of the number of copies requested.
5. For each transcript which is not delivered by the specified date, or ten (10) days after the date of the hearing if no delivery date is specified, then ten percent (10%) shall be deducted from the total charge for that transcript. If the transcript is delivered more than thirty (30) days after the hearing date, twenty-five percent (25%) shall be deducted from the total charge for that transcript.
6. When preparing the budget for the 2nd and 3rd option years, take into consideration the length of the contract and include any increase in charges. The rates bid become part of the final contract and may not be changed during the term of the contract.

Form 2

REQUIRED BIDDER CHECKLIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm items in your bid. Place a check mark or "X" next to each item that you are submitting to the Energy Commission. For your bid to be responsive, all required attachments must be returned. This checklist must be returned with your bid package also.

REQUIRED FORMS

<u>Form or Attachment #</u>	<u>Form or Attachment Name</u>
_____ Form 1-A	Quotation of Charges (Business Meetings) ELEMENT #1
_____ Form 1-B	Quotation of Charges (Siting Cases/Committee Hearings) ELEMENT #2
_____ Form 1-C	Quotation of Charges (Other Hearings, Workshops, Depositions, Meetings, Proceedings ELEMENT #3
_____ Form 2	Bidder Checklist
_____ Form 3	Disabled Veteran Business Enterprise Documents (Std. 840 with backup documents if you are doing a Good Faith Effort)
_____ Form 4	Contractor Status Form
_____ Form 5	Contractor Certification Clauses
_____ Form 6	Customer References (if needed for subcontractors)
_____ Attachment 1	Sample Standard Agreement **(sample only, do not return)

California Disabled Veteran Business Enterprise Program Requirements

(REV. 9-15-03)

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.

INTRODUCTION. The bidder must document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only State of California, Office of Small Business and DVBE Certification certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained on page 5, Resources & Information and California Code of Regulations, Title 2, Section 1896.61(l). Verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:
Option A - Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.
Option B - Good Faith Effort - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.
Option C - Business Utilization Plan - For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the three available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached STD Form 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840. Failure to complete and submit STD 840 (Side 1) as instructed shall render your bid non-responsive.

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE, and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with your firm or in combination with other DVBE(s).
- b. Document DVBE participation on STD 840 (Side 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% if specific line items/groups are not selected for award, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD 840 (Side 1) and attach a copy of the DVBE's certification.
- d. Prior to contract award, a bidder is to submit proof of their commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. The awarding department contracting official named in this solicitation will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. The written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written agreement as specified may be grounds for bid rejection.

OPTION B – GOOD FAITH EFFORT (GFE) performance and documentation requirements must be completely satisfied prior to bid submission if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both sides of the attached STD 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both sides of STD 840, shall result in your bid being deemed non-responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

Step 1 Awarding Department - Contact the department's contracting official named in this solicitation to identify interested DVBEs. You must fully document this contact and describe the results on STD 840 (Side 2).

Step 2 Other State and Federal Agencies, and Local Organizations

STATE Contact the Department of General Services, Procurement Division's (DGS-PD) Office of Small Business and DVBE Certification (OSDC) to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services, then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD 840 (Side 2).

FEDERAL Search the U.S. Small Business Administration's (SBA) online database (Pro-Net) at <http://www.pro-net.sba.gov> to identify potential DVBEs. Select these minimum options in the following sequence: select Search Database; select CA under "State"; select Service Disabled Veteran under "Other Ownership Data"; and "Search Using These Criteria" at the page bottom. The database takes a few moments to query, and then your list will appear on your screen. You may select other criteria to focus your search. You must fully document this contact and describe the results on STD 840 (Side 2).

LOCAL Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD 840 (Side 2).

Step 3 Advertisements are mandatory unless waived by the awarding department.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) e-mail address (if applicable); (6) the state's solicitation number(s); (7) goods and/or services for which the state is soliciting; (8) the location of the work to be performed; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidders must publish two (2) ads, one (1) each in a trade paper and a DVBE focus paper unless the paper is dual purpose (fulfilling both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Ads must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On STD 840 (Side 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy(ies) of the advertisement(s) with your bid.

Step 4 Invitations to Participate

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBEs subcontractors/suppliers to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the state's solicitation. If you are unable to identify specific portion(s) of the proposed contract to subcontract, the state encourages bidders to avoid making a predetermination that no DVBEs are able to perform without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder with responses for consideration.

HOW TO INVITE & CONTENT REQUIREMENTS: Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) phone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the state's solicitation number; (7) goods and/or services for which the state is soliciting; (8) location of work; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

WHEN: Provide DVBE's with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5, prior to your bid submission.

DOCUMENT & SUBMIT: Bidders must document the completed contacts on STD 840 (Side 1), Section A. Attach additional copies of STD 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by letter, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5 Consider all responding DVBEs for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document on STD 840 (Side 1), Section A any firm(s) selected for participation; or if not selected, the reason for non-selection. Attach additional copies of STD 840A as necessary to list all of your DVBE contacts.

OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and information technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidders choosing this option must properly complete and submit STD 840 (Side 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, **contact the contracting official at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

U.S. Small Business Administration (SBA)

Internet contact only – see instructions for website navigation

PRONET Database: <http://www.pro-net.sba.gov>

FOR:

Service-Disabled Veteran-owned businesses in California

(Remember to verify each DVBE's California certification.)

Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)

FOR:

List of potential DVBE subcontractors

DGS-PD Office of Small Business and DVBE Certification (OSDC)

707 Third Street, Room 400, West Sacramento, CA 95605

Website: <http://www.pd.dgs.ca.gov/smbus>

24-hour automated information

& document requests: (916) 322-5060

Receptionist: (916) 375-4940

Fax: (916) 375-4950

FOR:

**Directory of Certified DVBEs
Certification Applications
Certification Information
Certification Status, Concerns**

DGS-PD Office of Small Business and DVBE Outreach and Education

707 Third Street, 2nd Floor, West Sacramento, CA 95605

Voice, 8 am—5 pm: (800) 559-5529

Fax: (916) 375-4597

FOR:

**DVBE Program Participation Requirements
DVBE Program Info. and Statewide Policy
DVBE Resource Packet
DVBE Business Utilization Plan
Small Business/DVBE Advocates**

Advertisement Format Example

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to **DGS' IFB No. 12345** for ***fencing materials in Chowchilla.***
DVBE responses due to me 1/1/02;
Bids due to the State 1/15/02.

Contact: **ABC Company**
Jane Doe, General Manager
123 Main Street, Sacramento, CA 95814
voice: **555/555-5555**; fax: **555/555-5556**
or e-mail: ***jane.doe@abcco.com***

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

(1) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and

(2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 9-15-2003)

Designation Of Option Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☐ **OPTION A – I commit to meeting the full DVBE contract participation requirement.**
Complete STD 840, Section A.
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**
Complete STD 840, Section A (for GFE Steps 4 & 5) and STD 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

A. Full information must be provided.

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

For Good Faith Effort (GFE), use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT	AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /	DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)		
		DVBE Contact Name & Reference #	Telephone Number ()	Fax Number ()	E-mail (if available)
		Street Address, City, State and Zip Code			
		<input type="checkbox"/> Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:			
		Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier
		OR	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		
		Date Contacted / /	DVBE Company Name		
		DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
		Street Address, City, State and Zip Code			
OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:				
	Specific Goods and/or Services		Estimated \$ and/or % \$ / %	Tier	
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:				

ATTACH ADDITIONAL PAGES (OR USE STD 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Side 2, Section B to continue Good Faith Effort documentation ⇨

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

- B. Documentation of Good Faith Effort Steps 1, 2 and 3**—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, **and document this contact as required.**

Date / /	Contact Name	Telephone Number ()
Describe Result		

STEP 2. Contact all of the following and document your contacts as required: Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers.

Other State Agency – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 322-5060 (916) 375-4940	Contact Name	<input type="checkbox"/> <i>I contacted the Certification Office for a list of California certified DVBEs.</i>
	Date / /	Internet Address http://www.pd.dgs.ca.gov/smbus		<input type="checkbox"/> <i>I searched the Certification Office's online database to identify California certified DVBEs.</i>

Describe Result

Federal Agency – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address http://www.pro-net.sba.gov	<input type="checkbox"/> <i>I searched the federal online database for California DVBEs.</i>
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Describe Result

Local DVBE Organizations – Contact at least one local DVBE organization—refer to the DVBE Resource Packet for a list of acceptable contacts. (**<http://www.pd.dgs.ca.gov/smbus>** - select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () http://www.
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Describe Result

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () http://www.
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Describe Result

STEP 3. Publish advertisements: Two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)	Contact Name	Telephone Number ()
Address		Date Ad Published / /
Trade Paper Name (list full name)	Contact Name	Telephone Number ()
Address		Date Ad Published / /

☐ *I certify the ad was placed to reach both trade and focus audiences through this one publication.*

Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number ()
Address		Date Ad Published / /

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

This document may be used as a continuation from Section A, STD 840 (REV. 9-15-2003)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003) (REVERSE)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

DVBE Program Requirements Supplier Checklist (REV. 9-15-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

☐ **OPTION A: COMMITMENT TO DVBE CONTRACT PARTICIPATION**

- ☐ STD 840 included with bid
- ☐ DVBE Written Agreement
- ☐ Designated the Commitment Option – Checked the first box
- ☐ Listed at least one California certified DVBE subcontractor
- ☐ Checked the box(es) for “Yes ...”
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide
- ☐ Proposed DVBE contract performance is a “commercially useful function” relevant to the contract
- ☐ Listed the estimated dollar amount and/or percentage of contract for the DVBE’s participation
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
- ☐ Attached a copy of the DVBE’s certification letter from the Department of General Services

☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

- ☐ STD 840 included with bid
- ☐ Designated the GFE Option – Checked the second box
- ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed contract
- ☐ Confirmed that listed DVBEs are California certified
- ☐ Attached copies of the invitations sent to the listed DVBEs
- ☐ Invitations included the required contact information
- ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
- ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
- ☐ (Step 1) Contacted the Awarding Department and listed contact and results
- ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
- ☐ (Step 2) Searched the Federal Pro-net internet database and noted the results
- ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
- ☐ (Step 3) Advertised – IF NOT WAIVED
 - Listed full information for the advertisement(s) and publication(s)
[2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication]
- ☐ Attached a copy of the advertisement(s)
- ☐ The advertisement(s) were published at least 14 days prior to the bid due date
- ☐ The advertisement(s) included my required contact information

☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

- ☐ **Prior to the bid due date** -- Submitted a BUP to DGS-PD and received approval
- ☐ STD 840 included with bid
- ☐ Designated the BUP Option – Checked the third box
- ☐ Attached a copy of the BUP Approval letter from DGS-PD

Form 4

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

CONTRACTOR STATUS FORM

Contractor's Name _____

County _____

Address _____

Federal Employer ID

Phone

FAX

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual

☐ Limited Partnership

☐ General Partnership

☐ Corporation

☐ Other

INDIVIDUAL

If a sole proprietorship, state the true name of sole proprietor:

PARTNERSHIP

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

CORPORATION

If a corporation, place and date of incorporation: _____

Date corporation was authorized by Sect. of State: _____

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Agent for service of process and address if different from above:

OTHER

Explain:

SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

☐ YES - Attach approval letter from Office of Small and Minority Business.

☐ NO

Date you filed for small business preference: _____ Your small business ID number: _____

NOTE: This form must be completed or your proposal may be rejected.

FORM 5

CCC-103

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has

made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency

in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

Form 6
Customer References
(Use this form if subcontracting)

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
CONTRACTS OFFICE

CUSTOMER REFERENCES
NOTE: THIS FORM IS FOR
SUBCONTRACTOR
INFORMATION

Provide a minimum of 4 references per subcontractor, use additional pages as needed.

Reference #1

Name of Subcontractor	
Address	
Contact Name	
Contact Title	
Contact Phone Number	
Describe the services and products your firm provided to the organization.	

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 09/01)

AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

State Energy Resources Conservation and Development Commission

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work pages

Exhibit B – Budget Detail and Payment Provisions pages

Exhibit C* – See General Terms and Conditions for Standard Agreements at the DGS Internet site: www.dgs.ca.gov/contracts GTC-103 page

Exhibit D – Special Terms and Conditions

Exhibit E – Additional Provisions page

Exhibit F – Contract Representatives

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

State Energy Resources Conservation and Development Commission

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cheryl Raedel, Contracts Office Manager

ADDRESS

1516 Nine Street, Sacramento, CA 95814

California Department of General Services Use Only

☐ Exempt per:

Exhibit A
Scope of Work

PURPOSE

The purpose of this contract is to provide hearing reporter services for the California Energy Commission, in Sacramento and various locations throughout the State.

SCOPE OF WORK

Refer to Section V of IFB.

EXHIBIT B

Budget Detail and Payment Provision

1. **INVOICING PROCEDURES:** For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Energy Commission
Accounting Office, MS-2
1516 9th Street, First Floor
Sacramento, California 95814

2. **BUDGET CONTINGENCY CLAUSE:**

- A. Funding for this contract comes from three (3) fiscal years. Funding shall be subject to appropriation and availability for that purpose in the 2004/05, 2005/06, and 2006/07 Budget. In the event funds are not so available, the Commission shall have no further liability with regard to this Contract.
- B. The Commission reserves the right to reduce the amount of the 2004/05, 2005/06, and 2006/07 funding to an amount deemed appropriate in the event the 2004/05, 2005/06, and 2006/07 budget does not provide full funding of Commission contracts. In this event, the Contractor and Commission Contract Manager shall meet and reach agreement on a reduced scope of work commensurate with the level of available funding.
- C. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **TRAVEL AND PER DIEM RATES:** Contractor shall be reimbursed for travel and per diem expenses using the same rates listed below. Travel expenses in excess of the state rates cannot be reimbursed.

Travel and per diem rates for consultants are reimbursed at Non-Represented rates for State employees as explained below. Therefore, reference to employee is interchangeable to contractor.

All items claimed are to be for the ACTUAL AMOUNT OF EXPENSE up to the maximum allowed. There are no flat rate reimbursements. If the provisions below do not require submission of a receipt for a given item of expense, it is the employee's responsibility to retain receipts and other records of the expense and have them available for audit.

Lodging and meals that are either provided by the State, included in hotel expenses, conference fees, or transportation costs such as airline tickets, or otherwise provided, shall not be claimed for reimbursement.

MEALS AND INCIDENTALS – SHORT TERM TRAVEL

Employees may be reimbursed for the ACTUAL EXPENSES for breakfast, lunch, dinner, and incidentals for each 24 hours of travel as follows:

Breakfast	up to \$ 6.00
Lunch	up to \$10.00
Dinner	up to \$18.00
Incidentals	up to \$ 6.00

Note: Incidental expenses include, but are not limited to, expenses for laundering and pressing of clothing, and tips for services such as porters and baggage handlers. Incidentals do not include taxicab fares, lodging taxes, or the costs of telegrams or telephone calls.

LODGING RECEIPTS

All lodging reimbursements require a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. Employees who stay with friends or relatives are not eligible for lodging reimbursement, but may claim their actual expenses for meals and incidentals.

SHORT-TERM TRAVEL TIME FRAMES

- A. For continuous short-term travel of MORE than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to a maximum for each meal, incidental, and lodging expense for each completed 24 hours of travel, beginning with the traveler's time of departure and return as follows:

1. On the first day of travel at the beginning of a trip of more than 24 hours:

Trip begins at or before 6 a.m. – Breakfast may be claimed
Trip begins at or before 11 a.m. – Lunch may be claimed
Trip begins at or before 5 p.m. – Dinner may be claimed

2. On the fractional day of travel at the end of a trip or more than 24 hours:

Trip ends at or before 8 a.m. – Breakfast may be claimed
Trip ends at or before 2 p.m. – Lunch may be claimed
Trip ends at or before 7 p.m. – Dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

- B. For continuous travel of LESS than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 a.m. and ends at or after 8 a.m. – Breakfast may be claimed.
Travel begins at or before 4 p.m. and ends at or after 7 p.m. – Dinner may be claimed.

If the trip extends overnight, receipted lodging may be claimed. No lunch or incidentals may be claimed on a trip of less than 24 hours.

SHORT-TERM TRAVEL MAXIMUM, LODGING REIMBURSEMENT FOR EXCLUDED AND REPRESENTED EMPLOYEES

- A. Statewide, except as in (B) and (C) below, actual receipted lodging up to \$84 plus tax.
- B. When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.
- C. When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

LONG-TERM TRAVEL

Actual expenses for long-term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

- A. Full Long-Term Travel – To qualify for a full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:
 - The employee continues to maintain a permanent residence at the primary headquarters, and either
 - The permanent residence is occupied by the employee's dependents, or
 - The permanent residence is maintained at a net expense to the employee exceeding \$200 per month.

The employee who is living at the long-term location may claim either:

1. Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1130 per Calendar month while on the long-term assignment, and actual expenses up to \$10 for meals and incidentals, for each period of 12 to 24 hours and up to \$5 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or
2. Long-term, subsistence rates of \$24 for actual meals and incidentals and \$24 for receipted lodging for travel of 12 hours up to 24 hours, and either \$24 for actual meals or \$24 for receipted lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

Partial Long-Term Travel – An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to \$12 for actual meals and incidentals and \$12 for receipted lodging for travel of 12 hours up to 24 hours at the long-term location, and either \$12 for actual meals or \$12 for receipted lodging for travel less than 12 hours at the long-term location.

RECEIPTS

Receipts or vouchers shall be submitted for every item of expense of \$25 or more.

- A. Receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for ACTUAL EXPENSES as follows;
 - 1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
 - 2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.
 - 3. Telephone, telegraph, taxi, or other business charges related to State business of \$5 or less.
 - 4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
- B. Reimbursement will be claimed only for actual necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actual and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

MILEAGE

When an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business, the employee will be allowed to claim and be reimbursed 34 cents per mile.

An employee who is required to use a specialized vehicle that has been modified to accommodate disabilities may claim 37 cents per mile.

Employees not specifically addressed in this memo continue to be subject to the 31 cents per mile reimbursement rate.

RELOCATION PROGRAM

Excluded employees and Represented employees shall continue to be subject to the relocation rules for excluded employees.

Represented employees in shall continue to be subject to the relocation rules for Represented employees.

TRANSPORTATION BY PRIVATELY OWNED AUTOMOBILE.

- (a) No reimbursement of transportation expense shall be allowed any passenger in any vehicle operated by another state officer, employee or member.
 - (1) Expenses arising from travel between home and headquarters or garage shall not be allowed regardless of the employee's normal mode of transportation.
 - (2) When a trip is commenced or terminated at a claimant's home on a regularly scheduled work day, the distance traveled shall be computed from either his/her residence or headquarters, whichever shall result in the lesser.
 - (3) However, if the employee commences or terminates travel on a regularly scheduled day off, mileage may be computed from his/her residence.
- (b) Where the employee's use of a privately owned automobile is authorized for travel to or from a common carrier terminal, and the automobile is not parked at the terminal during the period of travel, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the automobile for the distance between the terminal and his/her residence or headquarters (see Section 599.631 (a) for specifics). If the employee commences or terminates travel one hour before or after his/her regularly scheduled work day, or on a regularly scheduled day off, mileage may be computed from his/her residence.
- (c) All ferry, bridge, or toll road charges will be allowed with any required receipts.
- (d) All necessary parking charges while on state business will be allowed, with any required receipts, for: (1) Day parking on trips away from the headquarters office and employee's primary residence. (2) Overnight public parking on trips away from the headquarters and employee's primary residence, except that parking shall not be claimed if expense-free overnight parking is available. (3) Day parking adjacent to either a headquarters office, a temporary job site or training site, but only if the excluded employee had other reimbursable private or state automobile expenses for the same day. An employee may not prorate weekly or monthly parking fees.
- (e) Gasoline, maintenance and automobile repair expenses will not be allowed.
- (f) The mileage reimbursement rates included the cost of maintaining liability insurance at the minimum amount prescribed by a law and collision insurance sufficient to cover the reasonable value of the automobile, less a deductible. When a privately owned automobile operated by state officer, agent, or excluded employee is damaged by collision or is otherwise accidentally damaged, reimbursement for repair or the deductible to a maximum of \$500.00 will be allowed if: (1) The damage occurred while the automobile was used on official state business by permission or authorization of the employing agency; and (2) The automobile was damaged through no fault of the state officer, agent or employee; and (3) The amount claimed is an actual loss to the state officer, agent or employee, and is not recoverable directly from or through the insurance coverage of any party involved in the accident; and (4) The loss claimed does not result from a decision of a state officer, agent or employee not to maintain collision coverage; and (5) The claim is processed in accordance with the procedures prescribe by the Department of Personnel Administration.

OUT OF STATE TRAVEL

Out-of-state travel is any travel outside the State of California for the purpose of conducting state business.

For short-term out-of-state travel, employees will be reimbursed for actual lodging expenses, supported by a receipt, and will be reimbursed for meal and incidental expenses as previously defined by this document.

OUT OF COUNTRY TRAVEL

For short-term out-of-country travel, employees will be reimbursed for actual lodging expenses, supported by a receipt, and will be reimbursed for actual meal and incidental expenses subject to maximum rates in accordance with the published Government meal and incidental rates for foreign travel for the dates of travel. Failure to furnish lodging receipts will limit reimbursement to meals only in accordance with the published Government meal and incidental rates for foreign travel.

Exceptions to reimburse in excess of this maximum lodging rate may be granted by the Appointing Power only in an emergency, or when there is no lodging available at the State maximum rate or when it is cost effective. The Appointing Power shall document the reasons for each exception and shall keep this documentation on file for three calendar years from the date of the exception.

4. **PAYMENT TERMS:**

- ☐ *Monthly Flat Rate* ☐ *Quarterly Flat Rate* ☐ *One –Time Payment*
☒ *Itemized Monthly or Quarterly Invoice*
☐ *Advance Payment Not to Exceed \$ _____ or _____ % of Contract Amount*
☐ *Reimbursement/Revenue*
☐ *Other (Explain) (i.e. lump sum/deliverable)*

5. **CONDITIONS:**

- A. No payment shall be made in advance of services rendered.
- B. A request for payment must include an invoice with cost backup, such as, travel receipts (where appropriate) receipts for equipment or supplies, copies of subcontractor's invoice, deliverables as required by the Agreement, and written progress reports.
- C. Invoices shall identify charges by tasks, personnel, labor rates and hours, and expenses authorized by this Agreement.
- D. Payments shall be made to Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. Contractor will be notified via a Dispute Notification Form, within 15 working days of receipt of an invoice, if the State disputes the submitted invoice.
- E. Payment will be made in accordance with, and within the time specified, in Government Code Chapter 4.5, commencing with Section 927.

- F. Final invoice must be received by the Commission no later than 30 calendar days after the Agreement termination date.
- G. The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee's wages.
- H. Contractor shall maintain accounting records in a fashion such that transcripts, transcript orders, etc. can be easily tracked.

6. **BUDGET DETAIL**

ELEMENT #1

Charges

The term of the contract for Hearing Reporter Services for Element #1, Business Meetings, will be July 1, 2004 through June 30, 2005 (with an Energy Commission option to renew this agreement for a second and third year, one year at a time).

Total cost will be the total cost for State Fiscal Years 2004-05, 2005-06, and 2006-07. The numbers used as multipliers are estimates and are not to be construed as a guarantee of volume or number of hearings.

2004-05 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>	<u>TOTAL</u>
Appearances	\$_____/day	x 20 =	\$_____
Overtime appearances	\$_____/day	x 3 =	\$_____
Transcript fee (8-10 day deliv.)	\$_____/page	x 3,000/pg =	\$_____
Transcript fee (4-7 day deliv)	\$_____/page	x 3,000/pg =	\$_____
Transcript fee (2-3 day deliv)	\$_____/page	x 3,000/pg =	\$_____
Transcript fee (1 day deliv)	\$_____/page	x 500/pg =	\$_____
Delivery charge	\$_____/trip	x 20 trips =	\$_____
Diskette charge	\$_____/disk (on disk)	x 20 transcripts =	\$_____
Extra copy charge	\$_____/page	x 200 =	\$_____
Extra disk charge	\$_____/transcript	x 5 =	\$_____

TOTAL COST FOR JULY 1, 2004 – JUNE 30, 2005	=	\$_____
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2005-06 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>	<u>TOTAL</u>
Appearances	\$_____/day	x 20 =	\$_____
Overtime appearances	\$_____/day	x 3 =	\$_____
Transcript fee (8-10 day deliv.)	\$_____/page	x 3,000/pg =	\$_____
Transcript fee (4-7 day deliv)	\$_____/page	x 3,000/pg =	\$_____
Transcript fee (2-3 day deliv)	\$_____/page	x 3,000/pg =	\$_____
Transcript fee (1 day deliv)	\$_____/page	x 500/pg =	\$_____
Delivery charge	\$_____/trip	x 20 trips =	\$_____
Diskette charge	\$_____/disk (on disk)	x 20 transcripts =	\$_____
Extra copy charge	\$_____/page	x 200 =	\$_____
Extra disk charge	\$_____/transcript	x 5 =	\$_____

TOTAL COST FOR JULY 1, 2005 – JUNE 30, 2006	=	\$_____
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2006-07 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$ _____/day	x 20	=	\$ _____
Overtime appearances	\$ _____/day	x 3	=	\$ _____
Transcript fee (8-10 day deliv.)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (4-7 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (2-3 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (1 day deliv)	\$ _____/page	x 500/pg	=	\$ _____
Delivery charge	\$ _____/trip	x 20 trips	=	\$ _____
Diskette charge	\$ _____/disk	x 20 transcripts	=	\$ _____
	(on disk)			
Extra copy charge	\$ _____/page	x 200	=	\$ _____
Extra disk charge	\$ _____/transcript	x 5	=	\$ _____

TOTAL COST FOR JULY 1, 2006 – JUNE 30, 2007	=	\$ _____
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NOTE:

1. Appearance rates are charged 9:00 a.m. to 6:00 p.m.
2. Overtime appearance rates are charged after 6:00 p.m.
3. Charges for transcripts and copies are reimbursed by the page. A page is defined as one (1) twenty-five (25) line transcript paper or copy.
4. A delivery charge may be included, but only one delivery charge may be billed per order regardless of the number of copies requested.
5. For each transcript which is not delivered by the specified date, or ten (10) days after the date of the hearing if no delivery date is specified, then ten percent (10%) shall be deducted from the total charge for that transcript. If the transcript is delivered more than thirty (30) days after the hearing date, twenty-five percent (25%) shall be deducted from the total charge for that transcript.
6. When preparing the budget for the 2nd and 3rd option years, take into consideration the length of the contract and include any increase in charges. The rates bid become part of the final contract and may not be changed during the term of the contract.

ELEMENT #2

Charges

The term of the contract for Hearing Reporter Services for Element #2, Siting Cases, will be July 1, 2004 through June 30, 2005 (with an Energy Commission option to renew this agreement for a second and third year, one year at a time).

Total cost will be the total cost for State Fiscal Years 2004-05, 2005-06, and 2006-07. The numbers used as multipliers are estimates and are not to be construed as a guarantee of volume or number of hearings.

2004-05 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$ _____/day	x 20	=	\$ _____
Overtime appearances	\$ _____/day	x 3	=	\$ _____
Transcript fee (8-10 day deliv.)	\$ _____/page	x...3,000/pg	=	\$ _____
Transcript fee (4-7 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (2-3 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (1 day deliv)	\$ _____/page	x 500/pg	=	\$ _____
Delivery charge	\$ _____/trip	x 20 trips	=	\$ _____
Diskette charge	\$ _____/disk	x 20 transcripts =		\$ _____
	(on disk)			
Extra copy charge	\$ _____/page	x 200	=	\$ _____
Extra disk charge	\$ _____/transcript	x 5	=	\$ _____

TOTAL COST FOR JULY 1, 2004 – JUNE 30, 2005 = \$ _____

2005-06 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$ _____/day	x 20	=	\$ _____
Overtime appearances	\$ _____/day	x 3	=	\$ _____
Transcript fee (8-10 day deliv.)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (4-7 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (2-3 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (1 day deliv)	\$ _____/page	x 500/pg	=	\$ _____
Delivery charge	\$ _____/trip	x 20 trips	=	\$ _____
Diskette charge	\$ _____/disk	x 20 transcripts =		\$ _____
	(on disk)			
Extra copy charge	\$ _____/page	x 200	=	\$ _____
Extra disk charge	\$ _____/transcript	x 5	=	\$ _____

TOTAL COST FOR JULY 1, 2005 – JUNE 30, 2006 = \$ _____

2006-07 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$ _____/day	x 20	=	\$ _____
Overtime appearances	\$ _____/day	x 3	=	\$ _____
Transcript fee (8-10 day deliv.)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (4-7 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (2-3 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (1 day deliv)	\$ _____/page	x 500/pg	=	\$ _____
Delivery charge	\$ _____/trip	x 20 trips	=	\$ _____
Diskette charge	\$ _____/disk	x 20 transcripts	=	\$ _____
	(on disk)			
Extra copy charge	\$ _____/page	x 200	=	\$ _____
Extra disk charge	\$ _____/transcript	x 5	=	\$ _____
TOTAL COST FOR JULY 1, 2006 – JUNE 30, 2007				= \$ _____

NOTE:

1. Appearance rates are charged 9:00 a.m. to 6:00 p.m.
2. Overtime appearance rates are charged after 6:00 p.m.
3. Charges for transcripts and copies are reimbursed by the page. A page is defined as one (1) twenty-five (25) line transcript paper or copy.
4. A delivery charge may be included, but only one delivery charge may be billed per order regardless of the number of copies requested.
5. For each transcript which is not delivered by the specified date, or ten (10) days after the date of the hearing if no delivery date is specified, then ten percent (10%) shall be deducted from the total charge for that transcript. If the transcript is delivered more than thirty (30) days after the hearing date, twenty-five percent (25%) shall be deducted from the total charge for that transcript.
6. When preparing the budget for the 2nd and 3rd option years, take into consideration the length of the contract and include any increase in charges. The rates bid become part of the final contract and may not be changed during the term of the contract.

ELEMENT #3

Charges

The term of the contract for Hearing Reporter Services for Element #3, Other Proceedings, will be July 1, 2004 through June 30, 2005 (with an Energy Commission option to renew this agreement for a second and third year, one year at a time).

Total cost will be the total cost for State Fiscal Years 2004-05, 2005-06, and 2006-07. The numbers used as multipliers are estimates and are not to be construed as a guarantee of volume or number of hearings.

2004-05 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$ _____/day	x 20	=	\$ _____
Overtime appearances	\$ _____/day	x 3	=	\$ _____
Transcript fee (8-10 day deliv.)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (4-7 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (2-3 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (1 day deliv)	\$ _____/page	x 500/pg	=	\$ _____
Delivery charge	\$ _____/trip	x 20 trips	=	\$ _____
Diskette charge	\$ _____/disk	x 20 transcripts =		\$ _____
	(on disk)			
Extra copy charge	\$ _____/page	x 200	=	\$ _____
Extra disk charge	\$ _____/transcript	x 5	=	\$ _____

TOTAL COST FOR JULY 1, 2004 – JUNE 30, 2005	=	\$ _____
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2005-06 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$ _____/day	x 20	=	\$ _____
Overtime appearances	\$ _____/day	x 3	=	\$ _____
Transcript fee (8-10 day deliv.)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (4-7 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (2-3 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (1 day deliv)	\$ _____/page	x 500/pg	=	\$ _____
Delivery charge	\$ _____/trip	x 20 trips	=	\$ _____
Diskette charge	\$ _____/disk	x 20 transcripts =		\$ _____
	(on disk)			
Extra copy charge	\$ _____/page	x 200	=	\$ _____
Extra disk charge	\$ _____/transcript	x 5	=	\$ _____

TOTAL COST FOR JULY 1, 2005 – JUNE 30, 2006	=	\$ _____
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2006-07 BUDGET

<u>HEARINGS</u>	<u>RATE</u>	<u>MULTIPLIER</u>		<u>TOTAL</u>
Appearances	\$ _____/day	x 20	=	\$ _____
Overtime appearances	\$ _____/day	x 3	=	\$ _____
Transcript fee (8-10 day deliv.)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (4-7 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (2-3 day deliv)	\$ _____/page	x 3,000/pg	=	\$ _____
Transcript fee (1 day deliv)	\$ _____/page	x 500/pg	=	\$ _____
Delivery charge	\$ _____/trip	x 20 trips	=	\$ _____
Diskette charge	\$ _____/disk	x 20 transcripts	=	\$ _____
	(on disk)			
Extra copy charge	\$ _____/page	x 200	=	\$ _____
Extra disk charge	\$ _____/transcript	x 5	=	\$ _____
TOTAL COST FOR JULY 1, 2006 – JUNE 30, 2007				= \$ _____

NOTE:

1. Appearance rates are charged 9:00 a.m. to 6:00 p.m.
2. Overtime appearance rates are charged after 6:00 p.m.
3. Charges for transcripts and copies are reimbursed by the page. A page is defined as one (1) twenty-five (25) line transcript paper or copy.
4. A delivery charge may be included, but only one delivery charge may be billed per order regardless of the number of copies requested.
5. For each transcript which is not delivered by the specified date, or ten (10) days after the date of the hearing if no delivery date is specified, then ten percent (10%) shall be deducted from the total charge for that transcript. If the transcript is delivered more than thirty (30) days after the hearing date, twenty-five percent (25%) shall be deducted from the total charge for that transcript.
6. When preparing the budget for the 2nd and 3rd option years, take into consideration the length of the contract and include any increase in charges. The rates bid become part of the final contract and may not be changed during the term of the contract.

EXHIBIT D

Special Terms and Conditions

1. **CONTRACT MANAGEMENT:**

- A. Contractor may change Project Manager but the Energy Commission reserves the right to approve any substitution of the Project Manager.
- B. The Energy Commission may change the Contract Manager by notice given Contractor at any time signed by the Contract Officer.
- C. Energy Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Energy Commission Contract Manager. In this connection, Energy Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- D. Contractor will not be permitted to utilize Energy Commission personnel for the performance of services, which are the responsibility of Contractor unless the Energy Commission Contract Manager previously agrees to such utilization in writing and an appropriate adjustment in price is made. No charge will be made to Contractor for the services of Energy Commission employees while performing, coordinating or monitoring functions.

2. **STANDARD OF PERFORMANCE:**

Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by Energy Commission Contract Manager or its designee, shall be borne in total by the Contractor/subcontractor and not the Energy Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply: Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

- A. Contractor/subcontractor will reperform, at its own expense, any task, which was not performed to the reasonable satisfaction of the Energy Commission Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission.
- B. The Energy Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Energy Commission directs the Contractor not to reperform a task; the Energy Commission Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

4. **SUBCONTRACTS:** Contractor shall enter into subcontracts with the following firms and/or individuals and shall manage the performance of the subcontractors.

OR

No Subcontractors are named for this Agreement. If subcontractors are needed to perform any portion of this Agreement, the following criteria must be met and Contractor shall manage the performance of the subcontractors.

AND

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- B. Contractor shall be responsible for establishing and maintaining contractual agreements with, and the reimbursement of each of, the subcontractors for work performed in accordance with the terms of this Agreement. Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this Agreement; coordinating subcontractor accessibility to Energy Commission staff, and submitting completed products to the Energy Commission Contract Manager.
- C. All subcontracts shall contain the following: 1) the audit rights and non-discrimination provision stated in the General Terms and Conditions (Exhibit C); 2) further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the Energy Commission Contract Manager; and the confidentiality provisions in the Reports paragraph of this Agreement.
- D. Additions, Removal or Substitutions of Subcontractors

The Energy Commission reserves the right to replace a subcontractor, request additional subcontractors, and approve additional subcontractors requested by the Contractor. Such changes shall be subject to the following conditions:

- 1) If the Energy Commission or Contractor requires the replacement or addition of subcontractor(s), the subcontractor(s) shall be selected using 1). A competitive bid process conducted in conformance with the State's and the Energy Commission's procedures for competitive bids. For example, awards shall be made to the lowest bidder meeting the requirements of the bid document and obtaining a minimum of three bids. Contractor's competitive bid process shall be approved by the Energy Commission Contract Manager and Contract Officer prior to release of the bid

document. 2). The Energy Commission may direct Contractor to sole source a subcontract with a specific firm, once the Energy Commission Contract Manager has obtained sole source approval via Energy Commission internal procedures. The Energy Commission Contract Manager shall provide justification for the sole source subcontract to the Contracts Officer using the "Subcontractor Add" memo described below.

- 2) The Energy Commission Contract manager shall complete and submit to the Energy Commission Contract Officer a "Subcontractor Add" memo. This memo identifies the new subcontractor and what bidding method was used to obtain subcontractors (competitive or sole source).
- 3) Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to the Energy Commission for its approval prior to Contractor entering into it. Upon the termination of any subcontract, the Energy Commission Contract Manager shall be notified immediately.

E. Disabled Veteran Business Enterprise (DVBE) Changes

The Contractor shall use the DVBE companies identified in its proposal or in any certifications identifying DVBE to be used in this Agreement. Contractor's failure to adhere to the DVBE participation may be cause for termination. In the event a replacement of a DVBE is necessary, the Contractor shall request written approval, in advance, from the Energy Commission Contract Manager and the Energy Commission Contract Officer. The procedure for replacing any DVBE is:

- 1) Contractor shall inform Energy Commission Contract Manager and Contract Officer in writing of the reason for the DVBE replacement.
- 2) Contractor shall attempt to replace the DVBE with a new DVBE providing the same services or identify other services in the Agreement a new DVBE could provide. Contractor shall complete revised DVBE certification forms (provided by the Contract Officer) identifying the new DVBE. If replacement is not a DVBE, Contractor shall complete steps in compliance with good faith efforts and submit appropriate DVBE documentation to the Energy Commission Contract Officer

5. **RIGHTS OF PARTIES IN COPYRIGHTS, PHYSICAL WORKS OF ART AND FINE ART:**

The Contractor; by signing this Contract, expressly grants to the Energy Commission for all copyrightable material, work of art and original work of authorship first produced, composed or authored in the performance of this Contract a royalty-free, paid-up, non-exclusive, irrevocable, transferable, worldwide license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art, and to authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art.

Contractor shall obtain these same rights for the Energy Commission from all subcontractors and others who produce copyrightable material, works of art, or works of fine art under this Contract. Contractor shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors. No subcontract shall be entered into without these rights being assured to the Energy Commission from the subcontractor.

6. **PUBLIC HEARINGS**: If public hearings on the scope of work are held during the period of the Contract, Contractor will make available to testify the personnel assigned to this Agreement. The Energy Commission will reimburse Contractor for compensation and travel of the personnel at the Contract rates for the testimony which the Energy Commission requests.
7. **DISPUTES**: In the event of a Contract dispute or grievance between Contractor and the Energy Commission, both parties shall follow the following two-step procedure. Contractor shall continue with the responsibilities under this contract during any dispute.

A. Energy Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Energy Commission Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Energy Commission Contracts Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Energy Commission Contracts Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Contracts Officer shall respond in writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the Contracts Officer decision, the Contractor may appeal to the second level.

The Contractor must prepare a letter indicating why the Contracts Officer's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Contracts Officer's response. This letter shall be sent to the Energy Commission's Executive Director within ten (10) working days from receipt of the Contracts Officer's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may inform the Energy Commission of the decision at a Energy Commission business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Energy Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on a Energy Commission Business Meeting Agenda.

B. Binding Arbitration

Should the Energy Commission's Dispute Resolution procedure above fail to resolve a contract dispute or grievance to the satisfaction of the Contractor, the Contractor and Energy Commission mutually may elect to have the dispute or grievance resolved through binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American

Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later six (6) months after the date of the contract's termination, despite when the dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance. If the parties do not mutually agree to arbitration, the parties agree that the sole forum to resolve a dispute is state court.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be born by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Contract funds. Both parties must agree, in writing, to utilize contract funds to pay for arbitration costs.

9. **TERMINATION:**

The parties agree that because the Energy Commission is a state entity and contracts on behalf of all Californian rate payers, it is necessary for the Energy Commission to be able to terminate, at once, upon the default of Contractors and to proceed with the work required under the Agreement in any manner the Energy Commission deems proper. Contractor specifically acknowledges that the unilateral termination of the Agreement by the Energy Commission under the terms set forth below is an essential term of the Agreement, without which the Energy Commission would not enter into the Agreement. Contractor further agrees that upon any of the events triggering the unilateral termination the Agreement by the Energy Commission, the Energy Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Energy Commission.

This Agreement may be terminated for any reason set forth below.

A. With Cause

In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Energy Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Contractor. In such event, Energy Commission shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor, as may be agreed upon by the parties or determined

by a court of law, but not in excess of the contract maximum payable. "Cause" includes without limitation:

1. Transcript delivered after the due date three (3) times during the calendar quarter, or
2. Reporter arrives at a proceeding less than fifteen (15) minutes prior to scheduled starting time for a proceeding more than three (3) times during any calendar quarter, or
3. Reporter arrives at a proceeding after the scheduled starting time for the proceeding one (1) time during the term of the contract, or
4. A transcript submitted to the Energy Commission Contract Manager includes substantive errors, including, but not limited to, misidentification of speakers, changed meaning of testimony or omission of testimony, or
5. Reporter does not bring required equipment in reliable, operating condition to one (1) proceeding, or
6. Contractor fails to employ sufficient number of qualified employees, as specified herein for the type of Energy Commission proceeding, or
7. Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement, or
8. Contractor is not able to pay its debts as they become due and/or Contractor is in default of an obligation that impacts his ability to perform under this Agreement; or
9. It is determined after notice and hearing by the Energy Commission or the Executive Director that gratuities were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Energy Commission, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the Agreement; or
10. Significant change in Energy Commission policy such that the work or product being funded would not be supported by the Energy Commission; or
11. Reorganization to a business entity unsatisfactory to the Energy Commission; or
12. The retention or hiring of subcontractors, or the replacement or addition of personnel that fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such event, the Contractor agrees to use all reasonable efforts to mitigate the

Contractor's expenses and obligations hereunder. Also, in such event, the Energy Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred within 30 days after notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

10. **WAIVER:**

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Energy Commission to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Contract or any part of it or the right of the Energy Commission to thereafter enforce each and every such provision.

11. **CAPTIONS:**

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

12. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE:**

In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

13. **NOTICE:**

Notice to either party may be given using the following delivery methods, certified mail, Federal Express, United Parcel Service, or personal delivery, providing evidence of receipt, to the respective parties identified on page one of this Agreement.

Delivery by fax or e-mail is not considered notice for the purpose of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed 24 hours, or whenever the next business day occurs.

14. **STOP WORK:**

The Energy Commission Contract Officer may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work tasks in this Agreement. Stop Work Orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

- A. Compliance Upon receipt of such stop work order, Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- B. Equitable Adjustment An equitable adjustment shall be made by Energy Commission based upon a written request by Contractor for an equitable adjustment. Such adjustment

request must be made by Contractor within thirty (30) days from the date of receipt of the stop work notice.

- C. Revoking a Stop Work Order Contractor shall resume the stopped work only upon receipt of written instructions from the Energy Commission Contract Officer canceling the stop work order.

- 15. **INTERPRETATION OF TERMS:** Any inconsistency between the terms of any exhibits shall be resolved in favor of Exhibit A, Scope of Work and Exhibit D, Special Terms and Conditions.

EXHIBIT E
Additional Provisions

1. TRANSCRIPTS AND REPORTS

- A. The Contractor shall maintain on file, for a three-year period, beginning with the day the transcript is recorded, all original tapes and notes. The file is to ensure that future adjudication will not be jeopardized.
- B. The Commission reserves the rights and license regarding transcripts and reports as detailed in paragraph 5 "Rights of Parties in Copyrights, Physical Works of Art and Fine Art"
- C. All transcripts and reports shall become the property of the Commission.
- D. Contractor will not disclose data or disseminate the contents of the transcripts or any report without express written permission of the Contract Manager.
- E. No record which has been designated as confidential, or is the subject of a pending application of confidentiality, shall be disclosed by the Contractor, Contractor's employees or any tier of subcontractors, except as provided in 20 California Code of Regulations, Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 California Code of Regulations, Sections 2501, et seq.). At the election of the Commission Contract Manager, Contractor, Contractor's employees and any subcontractor shall execute a "Confidentiality Agreement," supplied by the Commission Contract Manager or Contract Officer. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.
- F. Ninety days after any document submitted by the contractor is deemed by the Contract Manager to be a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

"LEGAL NOTICE"

"This report was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights."

2. **PROPOSAL INTERPRETATION:**

This Agreement shall be conducted in accordance with the terms and conditions of Energy Commission Invitation for Bids, titled, 170-03-101, Hearing Reporter Services, Contractor's Bid dated _____ and this Agreement. The Contractor's Bid is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's Bid, this Agreement shall be considered controlling.

3. **EXPATRIATE CERTIFICATION**

Contractor declares that it is eligible to contract with the state pursuant to Public Contract Code section 10286.1, the California Taxpayer and Shareholder Protection Act of 2003, related to expatriate corporations and their subsidiaries.

1. What is the new requirement for “**commercially useful function**” for certified small business, microbusiness or Disabled Veteran Business Enterprise (DVBE)?

A certified small business or microbusiness, or certified DVBE shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a **commercially useful function**, as defined below:

(A) A certified small business, microbusiness or DVBE is deemed to perform a **commercially useful function** if it does all of the following:

(i) (I) Is responsible for the execution of a distinct element of the work of the contract.
(II) Carries out its obligation by actually performing, managing, or supervising the work involved.

(III) Performs work that is normal for its business services and functions.

(ii) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

(B) A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of small business, microbusiness or DVBE participation.